



**TERMS OF SERVICE AGREEMENT  
FOR PHONE SERVICE**

Forked Deer Connect is pleased to provide its residential Phone service to you ("Customer") in accordance with these terms and conditions which incorporate and include General Terms and Conditions for Forked Deer Connect Residential Services, the Residential Phone services Price Guide and the Forked Deer Connect Privacy Policy, as they may be changed from time to time (collectively, "Terms of Service"), all of which may be found at [www.ForkedDeerConnect.com](http://www.ForkedDeerConnect.com), under "Terms of Service/Policies" and "Your Privacy Rights."

Customer's use of Forked Deer Connect Phone service shall be deemed acknowledgment that Customer has read and agreed to the Terms of Service. Any user who does not agree to be bound by the Terms of Service should immediately stop their use of Forked Deer Connect Phone service and notify Forked Deer Connect's Customer Service Department at 1-731-836-7508 to terminate the Service.

Forked Deer Connect regularly updates and amends these Terms of Service. Customer should consult Forked Deer Connect's website [www.forkeddeerconnect.com](http://www.forkeddeerconnect.com) to be sure Customer remains in compliance.

**1. Services Provided:** Forked Deer Connect Phone service provides unlimited calling within the United States in accordance with these terms and conditions. Forked Deer Connect Phone service also offers optional international calling plans for direct-dialed calls made from the Customer's home to locations outside of the U.S. Customers must reside in an area where Forked Deer Connect is authorized to provide Phone service and where, in Forked Deer Connect's sole discretion, it is technically and operationally feasible. Residential Phone service is only intended for use by Customer, Customer's family and guests, and persons residing at Customer's residential premises, including persons temporarily subleasing Customer's residential premises.

**2. Monthly Service Fee:** Customer agrees to pay the monthly service charge for Forked Deer Connect Phone service. Forked Deer Connect reserves the right to increase or decrease the fee for any Services offered. Fees for Forked Deer Connect Phone service shall be posted in the applicable Price Guide at [www.ForkedDeerConnect.com](http://www.ForkedDeerConnect.com), under "Terms of Service/Policies." Forked Deer Connect Phone service will be terminated in the event the Customer does not pay. Certain fees for Forked Deer Connect's Phone service are based upon periodic studies that analyze the intrastate, interstate and international minutes of all customers purchasing a bundled Phone service.

**3. Term & Termination of Service:** Service is offered on a month to month basis and will be billed accordingly, one month in advance. Billing will be in 1 (one) month increments.

a. Termination mid-month will not result in a pro-rated bill. At the conclusion of each billing month you will be responsible for a full month's subscription charge billed in advance, and all other charges billed in arrears.



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FOR PHONE SERVICE**

b. Terms of this agreement govern your service until cancelled and automatically renew on the same day each month without further action by you unless you provide Forked Deer Connect written notice of non-renewal at least ten (10) days before the beginning of your billing month.

**3. Phone service Features:** Forked Deer Connect standard Phone service is offered with the following features:

a. Calling and Features: Unlimited local, regional and long distance calling within the United States.

b. E911: Enhanced 911 (E-911) is a feature of Forked Deer Connect Phone service that allows emergency operators to automatically receive the telephone number and address of the dialing party.

This E-911 feature has certain requirements in order to operate, as well as certain limitations:

c. Forked Deer Connect Phone service does not have its own power supply. If there is a power outage, or if there is a disruption to the cable network or facilities, the Phone service will not work. Customer expressly acknowledges that in such cases it will not be possible to place or receive calls including calls to access emergency 911 services.

d. If the Customer chooses, Customer may separately purchase a battery backup for use with the Voice modem by calling Forked Deer Connect at 1-888-438-2427. Each battery backup is designed to provide power for up to 8 hours (or 5 hours of "talk" time) for a power outage at Customer's residence that is not also a network-related outage.

e. In some locations, E-911 service may not yet be available. Such services are dependent on the equipment and facilities of the local governments in which Forked Deer Connect provides Phone service. In such cases, 911 service will be available and Customer will need to convey the location information to the emergency operator.

f. Professional Installation: Forked Deer Connect's Phone service offers professional installation only. Professional installation includes activation of all existing working phone jacks or the installation and activation of one phone jack if there is not currently a working phone jack in Customer's residence. Additional wiring charges may apply if Customer requests additional jacks to be installed or activated. Additional charges may also apply for special construction needed to complete the installation. The Customer is responsible for maintaining all inside wire and phones within the home. In certain buildings such as multiple dwelling units, Forked Deer Connect's technicians may not have access to Customer's inside wiring located within the multiple dwelling unit. In these instances, Forked Deer Connect has the right to determine how best to wire the Customer's residence, subject to additional applicable charges.



**TERMS OF SERVICE AGREEMENT  
FOR PHONE SERVICE**

**5. Limitation of Liability:**

Forked Deer Connect Phone service is provided "AS IS." The liability of Forked Deer Connect, or its service vendors, for damages or losses arising out of the furnishing of Services hereunder, including but not limited to mistakes, omissions, interruptions, delays, errors or other defaults, representations or use of the Services, or arising out of the failure to furnish the Phone service, including E-911/911 service, whether caused by acts of commission or omission, and/or loss of electrical power, shall be limited to an allowance prorated for the time period of the Phone service interruption. Forked Deer Connect, including its service vendors, shall not be liable for any direct, indirect, special, consequential, exemplary or punitive losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries that a Customer, or its users, may suffer. Finally, Forked Deer Connect, and its service vendors, shall not be liable for any loss or interruptions in Service or for any damages or losses due to the fault or negligence of the Customer, any authorized user, or any other party or person(s), or due to the failure or malfunction of Customer-provided or user-provided equipment or facilities, or due to the failure of the Customer to fulfill any obligation under this Agreement.

**6. Indemnification:**

In requesting and accepting Forked Deer Connect Phone service, the Customer agrees to indemnify and hold Forked Deer Connect, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (collectively, "Forked Deer Connect") harmless from and against any and all demands, claims, suits, attorney or witness fees, liabilities and other expenses for damages to property, bodily injury or death of any person arising from the installation and provision of Phone service and/or Equipment, except such as was caused by the gross negligence (or equivalent behavior) or willful misconduct of Forked Deer Connect. The Customer agrees that Forked Deer Connect is not liable for any damages as a result of any loss of Phone service, nor will the Customer make any claims or undertake any actions against Forked Deer Connect for loss of Phone service. The Customer shall be solely responsible for any damage to or loss of Forked Deer Connect Equipment, unless such damage is caused by the negligence or willful misconduct of Forked Deer Connect. The Customer agrees to defend, indemnify and hold Forked Deer Connect harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including (without limitation) reasonable attorney's fees, arising from or in connection with:

- a. libel or slander resulting from any use of the Phone service (a) by the Customer or (b) by any other person using the Services provided to the Customer;
- b. any loss, damage, or destruction of any property or any personal injury (including death) not due to Forked Deer Connect's gross negligence (or equivalent behavior) or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use of (or failure to



**TERMS OF SERVICE AGREEMENT  
FOR PHONE SERVICE**

use) the Phone service or any Forked Deer Connect Equipment (i) in combination with services or equipment supplied by the Customer or any third party, or (ii) in an explosive or otherwise hazardous environment;

c. infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by the Customer or (b) by any other person using the Services provided to the Customer; or (ii) from the combination of the Customer's use of the Phone service with facilities or services provided by the Customer or obtained from third parties;

d. any unauthorized, unlawful, or fraudulent use of or access to the Service provided to the Customer, except as otherwise provided by applicable law; and

e. any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use, of the 911/E911 service features and the equipment associated therewith, or by any Services furnished by Forked Deer Connect in connection with the 911/E911 service, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911/E911 service thereunder, and/or which arises out of the negligence or other wrongful act of the Customer, the Customer's user(s), agencies or municipalities, or the employees or agents of any one of them.

**7. 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; loss of electrical power; 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.

**8. Installation:**

Charges for installation services and equipment will be charged at the then current rate in effect.

**9. Taxes:**

You are responsible for, and shall pay, any applicable federal, state, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges



**TERMS OF SERVICE AGREEMENT  
FOR PHONE SERVICE**

now in force or enacted in the future, that arise from or as the result of your subscription or use or payment for the service. If you are exempt from payment of such taxes, you shall provide Forked Deer Connect with a current certificate that satisfies the applicable legal requirement attesting to tax exempt status. Tax exemption will only apply from and after the date that Forked Deer Connect receives such certificate.

**10. Proprietary Rights:**

Forked Deer Connect and/or its service vendors own all rights in and to the Services. Customer has a limited right to use the Phone service in accordance with these Terms of Service. However, the Terms of Service do not grant Customer (or any user) any rights to, or interests in, patents, copyrights, database rights, trade secrets, trade names, trademarks or service marks (whether registered or unregistered), or any other rights or licenses related to Forked Deer Connect Phone service (including all of its features) or any related documentation.

**11. Amendments:**

Forked Deer Connect may, in its sole discretion, change, modify, add or remove portions of this Forked Deer Connect Residential Phone service Agreement at any time. Forked Deer Connect may notify Customer of any such changes by posting notice of such changes on Forked Deer Connect's website at [www.forkeddeerconnect.com](http://www.forkeddeerconnect.com), under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Customer's continued use of Forked Deer Connect Phone service following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement, Customer must immediately cease using the Phone service and notify Forked Deer Connect that Customer is terminating the Phone service. In addition, this Agreement is subject to change in compliance with applicable law.

**12. Entire Agreement:**

This Agreement shall be posted along with the General Terms and Conditions for Forked Deer Connect Services governing Customers' use of Forked Deer Connect Phone service at [www.forkeddeerconnect.com](http://www.forkeddeerconnect.com), under "Terms of Service/Policies," and are the only terms and conditions that govern Forked Deer Connect Phone service. No undertaking, representation or warranty made by any agent or representative of Forked Deer Connect in connection with the sale, installation, maintenance or removal of Phone services shall modify or amend this Agreement or the General Terms and Conditions for Forked Deer Connect Services.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_