



Terms of 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

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.

Installation:

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

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. 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 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.

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 731-836-7508, 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.

Disclaimer of Liability and Indemnification: You acknowledge and understand that FORKED DEER CONNECT and its suppliers will not be liable for any Service outage and/or inability to dial 911 using the FORKED DEER CONNECT Service or to access emergency service personnel due to the characteristics and limitation of the FORKED DEER CONNECT Service as set forth in this document. You agree to defend, indemnify, and hold harmless FORKED DEER CONNECT and its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to the 911 SERVICE.

In addition, FORKED DEER CONNECT and its suppliers do not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. FORKED DEER CONNECT and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. FORKED DEER CONNECT and its suppliers rely on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. FORKED DEER CONNECT and its suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither FORKED DEER CONNECT and its suppliers, nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE unless such claims or causes of action arose from FORKED DEER CONNECT and its suppliers gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless FORKED DEER CONNECT and its suppliers, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that FORKED DEER CONNECT and its suppliers do not offer Lifeline service, and that if you are not comfortable with the limitations of the 911 SERVICE, FORKED DEER CONNECT and its suppliers strongly recommend that you always have an alternative means of accessing emergency service.

Acceptable Use Policy: Forked Deer Connect's Acceptable Use Policy that is available at www.forkeddeerconnect.com; tamper with, disrupt, or "hack" the Equipment, utilize illegal robocalling, or make use of the Service in any way that is inconsistent with its intended purpose. You also agree to comply with the Terms & Conditions of all end-user license agreements that accompany the Equipment or are otherwise applicable to your use of the Equipment and the Services. All such agreements are incorporated herein by reference. Upon termination of this Agreement, all end-user licenses also terminate; you agree to return to us or destroy at that time all versions and copies of all software received in connection with the Services. You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning the Services. If Forked Deer Connect, LLC (FDC). is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Forked Deer Connect, LLC (FDC). will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

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.

Amendments: Forked Deer Connect may, in its sole discretion, change, modify, add or remove portions of this Forked Deer Connect Terms of 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, 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's Service(s) 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 has the right to cancel the service(s). In addition, this Agreement is subject to change in compliance with applicable law.

Forked Deer Connect Voice (telephone/VoIP) Customers:

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, 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 to be sure Customer remains in compliance.

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.

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, 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.

Phone service Features and Important 911 notices: 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.

I have read and understand the above information: Print Name

Signature: