

## Internet Service Application Terms and Conditions

Applicant/Joint Applicant (hereafter “Applicant” or “Customer”) agree to be bound by these Internet Service Application Terms and Conditions (“Agreement”) of Choptank Fiber, LLC (“Choptank Fiber” or “Company”) as follows:

1. CURRENT MINIMUM PAYMENT TERMS UPON APPROVAL OF APPLICATION FOR INTERNET SERVICE BY CHOPTANK FIBER. Applicant agrees to pay for all services provided by Choptank Fiber, including, but not limited to, charges for installation, equipment, services, and all applicable local, state, or federal fees, taxes and surcharges. The term for service begins upon installation of service and connection. Monthly billing for Internet Service will be in advance of receiving service. Charges for service billed are due no later than the 25<sup>th</sup> day of each month. Failure to receive a bill in no way exempts a customer from the obligation to pay for service actually provided. Choptank reserves the right to retroactively bill for any amounts which should have been charged to the customer. There will be a returned check fee. Any unpaid balance as of the 1<sup>st</sup> day of the following month may result in disconnection of service. There will be a service reinstatement fee for reconnection after service is disconnected for any reason. Any unpaid balance will be assessed a monthly 1.5% late fee. Accounts disconnected for nonpayment will be reconnected the following business day after the unpaid balance is paid.
2. EARLY TERMINATION FEE. Early termination fees will consist of the monthly service rate per month for the remaining number of months left in the initial two-year contract. Early termination fees will not exceed the remainder of the term of service multiplied by the level of service selected in this application. The early termination fee will be waived at the sole discretion of Choptank Fiber in cases of economic hardship or where the Customer moves to a new address during the contract period.
3. CREDIT CHECKS. Applicant hereby authorizes Choptank Fiber to obtain reports of Applicant’s record with any credit reporting agencies or other organizations extending credit to Applicant for verification of any data requested of Applicant to be used by Choptank Fiber for any purposes required for carrying out the terms of this agreement.
4. SOLICITATION. Applicant authorizes Choptank Fiber to contact him/her for informational purposes or for solicitation of products or services, including by means of automated dialing notifications.
5. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE. The Internet Service applied for shall be furnished at the address of installation ONLY. Applicant’s rights and obligations to the Internet Service are NOT ASSIGNABLE.
6. ACCESS ON PREMISES. Applicant grants Choptank Fiber and/or its parent company, without charge, an easement to, over, under, and across property to construct, install, maintain, connect, reconnect, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material, and infrastructure, including, but not limited to, poles, wires, anchors, guys, cross arms, fiber optic cables, above ground pedestals, and other necessary appurtenances. The easement hereby granted shall include the right to attach wiring and equipment to structures. Upon installation of Internet Service by Choptank Fiber, Choptank Fiber and/or its parent company shall have the right of access to enter upon Applicant’s premises at all reasonable times for the purpose of maintaining, testing, or removing its wiring, equipment, and other property. In the event such access is at any time denied to Choptank Fiber, its parent company, its agents, representatives, or employees, Choptank Fiber shall have the right to discontinue Internet Service to the premises without notice.
7. WARRANTY DISCLAIMER: LIMITATION OF LIABILITY. CHOPTANK FIBER INTERNET SERVICE IS PROVIDED UNDER THE TERMS OF THIS APPLICATION ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CHOPTANK FIBER AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CHOPTANK FIBER AND ITS SUPPLIERS DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON CHOPTANK FIBER’S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF CHOPTANK FIBER AND ITS SUPPLIERS. THE

WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PERTAINING TO ANY SERVICES OR EQUIPMENT SOLD BY CHOPTANK FIBER HEREUNDER, AND CHOPTANK FIBER AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, REPRESENTATIONS, OR GUARANTEES WITH RESPECT THERETO. THIRD PARTY PRODUCED ITEMS ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL CHOPTANK FIBER AND ITS SUPPLIERS (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF SUCH ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. CHOPTANK FIBER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING, WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, INDEMNITY, OR STRICT LIABILITY) SHALL BE LIMITED TO A MAXIMUM OF A TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO CHOPTANK FIBER IN THE MOST RECENT THREE MONTH PERIOD HEREUNDER. THE PROVISIONS OF THIS SECTION CONSTITUTE AN ALLOCATION OF RISK BETWEEN THE PARTIES AND THE PRICE CHARGED CUSTOMER IS BASED ON SUCH ALLOCATION OF RISK. THE TERMS OF THIS SECTION SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

8. CUSTOMER INDEMNIFICATION. Customer shall be responsible for and shall defend, indemnify, and hold harmless Choptank Fiber and its employees, affiliates, suppliers, agents, and contractors, and shall reimburse Choptank Fiber for any damages, losses, or expenses, including, without limitation, reasonable attorney's fees and costs incurred by Choptank Fiber in connection with any claims, suits, judgments, and causes of action arising out of (i) Customer's use of Internet Service and equipment; (ii) violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from use of the Internet Service or any unauthorized apparatus system; and (iii) Customer's breach of any provision of this application and Agreement. Please be aware that the Agreement's terms and conditions are subject to change.

9. RELEASE OF LIABILITY FOR PROPERTY DAMAGE. Choptank Fiber strives to plan, construct, and complete all construction projects without damage to its customers' property. However, it is inherent in the construction process that conditions and unknown circumstances may result in some unintended damage. Property damage may also result from soil conditions, weather conditions, and site conditions caused by others. It will be the customer and/or property owner's responsibility to repair any damage that may occur during the construction or maintenance of Internet Service. The customer hereby releases from liability and holds harmless Choptank Fiber and/or any designated third-party contractors, from any responsibility whatsoever, for property damage in the course of construction or installation of Internet Service. This does not release Choptank Fiber from responsibility for acts of negligence.

➤ *Responsibilities of the customer and/or property owner:*

- Mark outer boundaries of a septic tank and a drain field which would be within 50 feet of the area Choptank Fiber must construct facilities or mobilize equipment.
- Expose any private underground facilities which are within four feet of the route planned for the installation of underground cable/fiber or any other equipment.
- Fill settled trenches or make any other repairs necessary in the area where Choptank Fiber constructed facilities to make it safe. For example, fill trenches to prevent a stumbling hazard.
- Remove any obstacles which may impede the installation of constructed facilities such as vehicles, discarded appliances, etc.

➤ *Damage may include but is not limited to:*

- Property or premises while:
  - Constructing overhead or underground Internet Service
  - Penetrating structures for the routing of Internet cable
- Landscaping
  - Settling of earth in trenches and around poles
  - Ruts from the movements of heavy utility vehicles
  - Erosion due to disturbed earth
- Driveways/Sidewalks
  - Cracking of asphalt or concrete due to equipment movements
  - Rutting of dirt or gravel driveways due to equipment movements
- Private buried facilities
  - Septic systems
  - Underground lines of any kind: well, drain, electric, irrigation
- Personal injury that may occur as a result of soil or other conditions in the area where there was construction or maintenance of underground or overhead Internet Service by Choptank Fiber.

10. SERVICE INTERRUPTIONS. Choptank Fiber assumes no liability for interruption of Internet Service or alterations in programming due to circumstances beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. Choptank Fiber assumes no liability for any substitution, discontinuation, or modification of any programming. Choptank Fiber will restore Internet Service within a reasonable time after a reported Internet Service interruption.

11. APPLICANT WIRING CERTIFICATION. Prior to Choptank Fiber installing and providing Internet Service, Applicant hereby certifies that the electrical wiring of the premises to which Choptank Fiber will provide Internet Service has been installed according to all federal, state, and local regulations.

12. POWER REQUIREMENTS. Applicant understands and acknowledges that the furnished fiber optic Internet Service requires electricity at Applicant's Internet Service location, and if an electrical service outage occurs, the fiber optic Internet Service will not function during the outage period.

13. APPLICANT WARRANTIES. By signing this application, Applicant acknowledges that he/she is at least 18 years of age and legally competent and authorized to agree to this Agreement's terms and conditions of service.

14. APPLICANT RESPONSIBILITIES. In addition to all other Applicant responsibilities as set forth in this Agreement, Applicant shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities, and/or Internet Protocol ("IP") connectivity necessary to reach and interoperate with the Service and the Choptank Fiber network; and (iii) all other equipment, software, and other facilities to be installed, including without limitation, routers, IP enabled phones and/or analog terminal adapters.

15. DISPUTES. Any dispute regarding Internet Service must be submitted to Choptank Fiber in a timely manner. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Choptank Fiber and Customer shall attempt in good faith to promptly resolve any disputes. If Choptank Fiber initiates legal proceedings to collect any amount due hereunder and Choptank Fiber substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Choptank Fiber in prosecuting such proceedings and any appeals therefrom. In addition, in such case Choptank Fiber may elect to terminate this Agreement, and shall be entitled to seek and exercise such rights and remedies that may otherwise be permitted hereunder or at law or in equity.

16. UNAUTHORIZED USE OF SERVICE. Unauthorized use of service includes, but is not limited to, resale of Choptank Fiber's internet service. Choptank Fiber shall have the right (but not the obligation) to take protective action against Customer in order to protect Choptank Fiber LLC's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in Choptank Fiber's reasonable discretion). See the Acceptable Use Policy on the Choptank Fiber website. By using Internet Service, Customer agrees to be bound by this Agreement and the Acceptable Use Policy.

17. EQUIPMENT OWNERSHIP. All equipment installed by Choptank Fiber or its affiliates for the purpose of providing Internet Service, including but not limited to fiber lines, equipment, material, infrastructure, poles, wires, anchors, guys, cross arms, fiber optic cables, above ground pedestals, and other necessary appurtenances, is the sole property of Choptank Fiber or its affiliates and may not be used by any other entity without Choptank Fiber's express written consent. A Wi-Fi router will be furnished by Choptank Fiber. Wi-fi extenders or certain other non-standard equipment, if needed, may be rented from Choptank Fiber for an additional cost. Additional installation fees may apply. Router and other equipment shall remain the property of Choptank Fiber and shall be returned to the Company upon termination of service. An equipment fee will be billed when equipment is not returned to Choptank Fiber upon early termination or for service discontinued after the contractual term of this agreement. If equipment is damaged upon return to Choptank Fiber, a damage fee will be assessed.

18. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI). Under federal law, Customer has the right, and Choptank Fiber has a duty to protect the confidentiality of certain customer information. Customer hereby consents to Choptank Fiber's Customer Privacy Notice, available on the Choptank Fiber website. Specifically, Customer understands and consents to the sharing of Customer's CPNI with Choptank Electric Cooperative.

19. CONSENT TO USE ELECTRONIC SIGNATURES AND RECORDS. For your convenience, Choptank Fiber provides access to Internet Service account information online. This may require you to enter into agreements or receive notices electronically. As a result, you acknowledge and agree that by clicking "I Agree" or "I Accept," you agree to conduct electronically without limitation the particular transaction into which you entered including entering into this Agreement:

- a. You have read and understand the electronic copy of electronic contracts, notices and records, without limitation including this Agreement, and any policies and amendments;
- b. You agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter;
- c. You are capable of printing or storing a copy of electronic records of transactions into which you enter including, without limitation, this Agreement and any amendments hereto; and
- d. You agree to receive electronically information about the Service and other electronic records into which you thereby enter including, without limitation, this Agreement.

20. PROCESSING FEE. An initial \$75.00 non-refundable processing fee for internet service will be payable to Choptank Fiber on Customer's first bill. Customers who add Voice service will be charged an additional \$25.00 non-refundable processing fee on the first bill.

21. INSTALLATION AND LINE EXTENSION FEES. A \$150.00 non-refundable installation fee will be payable to Choptank Fiber on Customer's first bill. A Customer may be charged the \$150.00 installation fee for reconnection of service if a service visit is required to reconnect service. An additional line extension fee will be charged to customers who require a service drop of more than 1,000 feet. In such cases, the first 1,000 feet of service drop line extension will be installed free of charge, with a cost charged to the customer for each foot after that. In the event that Customer is unresponsive or refuses to allow Choptank Fiber to complete the in-home installation after the service drop to the home has been installed, the Customer is responsible for the cost of construction or the cost of service under the two year contract, whichever is less.

22. PAPER STATEMENT FEE. In addition to the cost of the Internet Service Package selected below, Choptank Fiber will assess a monthly fee if Customer opts for paper statements rather than electronic statements.

23. SERVICE APPOINTMENTS. Choptank Fiber will charge for service appointments when the source of your service problem is not Choptank Fiber-owned facilities or equipment provided to you by Choptank Fiber. Customer may be assessed a per hour charge (minimum one hour) if the technician determines charges are appropriate based on the technical findings. Choptank Fiber will try to resolve customer concerns primarily with phone technical support prior to any scheduled visits to minimize the costs to our members.

24. DAMAGE TO FIBER. Choptank Fiber will assess a fee for repairs required as a result of damage to the fiber service drop. Repairs requiring more than two splices will be charged on a case-by-case basis depending on the extent of the required repair.

25. FINANCIAL ASSISTANCE PROGRAMS. Certain Choptank Fiber customers are eligible for the company-sponsored Low-Income Access Program. More information about the program, including eligibility criteria, is available on the Choptank Fiber website.

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