



TRI-COGO BROADBAND INTERNET SERVICE TERMS AND CONDITIONS

This Tri-CoGo Terms and Conditions Agreement (“Terms and Conditions”) governs fiber optic communication services including but not limited to high-speed internet service and VoIP phone service (optional), as applicable (individually and collectively “Services”) provided by Tri-County Service Center, Inc., heretofore Tri-CoGo (“Company”) to you (“Customer”). This agreement outlines the terms and conditions under which Company is providing Services to Customer and the associated obligations of both Parties. By using the Services, Customer understands, acknowledges, and agrees to be bound by these Terms and Conditions and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation Company’s Privacy Policy, Acceptable Use Policy, Internet Transparency Policy, and Copyright Infringement Policy. Current versions of these documents may be viewed at any time online at www.tri-cogo.com.

If Tri-CoGo makes a change to these Terms and Conditions having a material impact on the Services, we will post notice on our website and provide notice to your email address or address for your account in our records.

- 1. CUSTOMER ELIGIBILITY.** Individual Customers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Customer is not an individual but is a corporate or organized entity, the individual representative executing this Agreement represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Customer.
- 2. SUBSCRIPTION AND PAYMENT TERMS.** Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by Company including but not limited to charges for installation, services, and equipment. An account establishment fee of \$25 shall be required of each account to establish service.
- 3. CUSTOMER PORTAL.** Customer should complete the registration process and obtain a login and password for the customer portal. Company provides a monthly electronic statement available through the portal. A paper bill mailed to Customer is available upon request for a fee of \$4.00 per month. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
- 4. LATE CHARGES, DISCONNECTION FOR NON-PAYMENT, AND FINAL BILL.** Customer shall make all payments to Company by the due date listed on the current bill. Payment is due 14 days from invoice date. Customer understands that Company will charge a late fee (“Late Fee”) of 5% or \$10, whichever is greater, for monthly charges not paid by stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. Examples of these costs include preparing additional bill statements, processing Customer service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to

collect past due accounts. Company does not extend credit to Customers and the Late Fee is not interest, a credit service charge, or a finance charge.

Accounts remaining unpaid 14 days from the due date are subject to disconnection. Accounts disconnected due to non-payment are subject to a \$25 reconnection fee at time of service restoration along with any unpaid balance. Accounts remaining disconnected for non-payment for 14 days will be final billed. A \$25 account establishment fee, and all other past due amounts, must be paid to reestablish an account and reconnect service.

A collection agency and/or attorney may be engaged to collect amounts past due beyond 30 days. Customer agrees to pay Company for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.

If a payment is returned for insufficient funds, Company will charge a fee equal to the maximum allowable by law.

5. TEXT NOTIFICATIONS

In accordance with the Telephone Consumer Protection Act (47 U.S.C. 227), Customer hereby expressly consents and agrees that in order to provide payment notifications and otherwise service this account in compliance with Customer Proprietary Network Information regulations, Tri-CoGo, or its authorized agents, may contact Customer by text or other electronic message to any wireless telephone number that Customer provides, now or in the future, associated with Customer's account, regardless of whether Customer incurs charges as a result. Customer certifies that he/she is the subscriber of all numbers provided. Customer understands that standard rates and fees may apply from his/her cellphone provider.

Customer understands that he/she is not required to provide consent as a condition of receiving any service from Tri-CoGo and has the right to revoke consent for any and all wireless telephone numbers provided at any time by calling Tri-CoGo customer service at 478.986.8320 to have text notifications disabled.

6. STANDARD INSTALLATION. Standard Installation includes the placement of a company owned Optical Network Terminal (ONT) and separate internet router that also provides the customer's in-home Managed WiFi signal. The router connects to the ONT by cable. It is located no more than 50 ft from the ONT, at a central location with power outlet that is mutually determined by the customer and the installation technician. A standard installation charge will apply.

Customer must make his own arrangement for any work deemed "Custom", or, alternatively, pay Company's standard hourly rate for custom work. Custom work may include, but is not limited to, extensive wall fishing, extensive drop ceiling work, including crawlspace, attic work; removal or replacement of fixtures; relocation of drops; installation of customer owned equipment, integration with an existing LAN, or related work.

At least one person of at least 18 years of age must be present for the Company representative to enter an occupied premises for Equipment installation.

7. MANAGED WIFI SERVICE. Tri-CoGo internet service includes an Optical Network Terminal (ONT) and a separate router providing Managed WiFi. The Managed WiFi service delivers wireless connectivity to devices within the home or business while providing a link to Tri-CoGo's

mobile app and technical support. Use of any other router will limit the functionality of the mobile app and access to your network by technical support technicians.

- 8. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** Equipment and other property and facilities installed by Company in or on Customer premises to deliver the Services to Customer, including without limitation, Optical Network Terminals (ONT), wireless routers, extenders, and wiring ("Equipment"), shall remain the sole and exclusive property of Company. Customer assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of Equipment by Company. Customer agrees to pay any Equipment charges associated with the Service. Upon termination of Service for any reason, Customer agrees to leave all inside Equipment connected and in the same operating condition as when received (reasonable wear and tear excepted). In the event that the Equipment is destroyed, damaged, lost or stolen, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to Company for the full replacement cost for any lost or damaged Equipment. Further, Customer understands and agrees that Company may charge the account at the time of termination of Service for the cost for any lost or damaged Equipment, up to a maximum of \$300, in accordance with applicable law.
- 9. 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. 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, up to a maximum of \$300.
- 10. TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate the Services in person at the Company office, by telephone, or through the Company website customer portal. Account holders are liable for all Services rendered by Company up to the time the account has been de-activated.
- 11. TERMINATION OF SERVICE BY COMPANY.** Company will give Customer five (5) days' prior notice of disconnection of all or part of the Services, except if the disconnection is requested by Customer, or due to Acceptable Use Policy violations. If Customer's bill is not paid after notification is received, Company may disconnect the Services. Upon termination for any reason, Company may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Company may charge Customer's account at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 12. 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 Company.
- 13. CHANGES IN SERVICE/CHARGES.** Company may change or eliminate Services and charges. Company will give Customer 30 days' notice of increases or other changes in charges, or Changes to or elimination of Services in conformity with applicable law.
- 14. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Services shall only be provided at the address where Company completes installation. Account holder may not transfer Customer's rights or obligation to the Services to any successor tenant or occupant or to any other address without Company's consent and without providing Company with written consent from both the transferring and assuming parties (unless previous party is deceased,

in which case Customer will need to provide a death certificate).

15. SERVICE AND REPAIRS. Company will make reasonable efforts to maintain system and respond to service calls in a timely manner. Company 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 for paying the cost of repair or replacement, up to a maximum of \$300.

At least one person of at least 18 years of age must be present for the Company representative to enter the premises to provide service or repairs.

16. ACCESS ON PREMISES. As a condition of receiving the Services, Customer grants to Company authorization to enter Customer's premises to construct, install, maintain, inspect, and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to Company a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide the Services to Customer and others.

If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access to Company or that he/she has obtained the consent from the owner of the premises for Company to install and maintain Equipment as indicated on the Service Order.

17. PRIOR ACCOUNTS. Customer warrants that no monies are owed to Company from previous accounts with Company. If Company finds a prior account with Customer where money is owed, then Company may apply any funds received to that prior account, as allowed by law.

18. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

- a. Company makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Services furnished hereunder.
- b. Limitation of Liability: Company (and its Affiliates, Employees, Officers, Directors and Agents) shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omission associated therewith, including any acts or omissions by subcontractors of Company or relating to any services furnished, whether such claim is based on breach of warranty, contract, or tort including negligence, or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- c. Customer Exclusive Remedy: Company's entire liability and Customer's exclusive remedy with respect to the use of the Services (including without limitation with respect to the installation, delay, provision, termination, maintenance, repair, interruption, or restoration of any such Services) or any breach by Company of any obligation Company may have under these Terms and Conditions whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Company's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 3-month period.

- d. 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 termination of this agreement for any reason.

18. CUSTOMER INDEMNIFICATION. CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE COMPANY FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY COMPANY IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER USE OF THE SERVICES 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 SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

19. SERVICE INTERRUPTIONS. Company assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. However, credit adjustments will be determined on a case-by-case basis.

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

21. INTERNET USE. Customer understands that its use of the Services is subject to Company's Acceptable Use Policy and Copyright Infringement Policy (each available at www.tri-cogo.com/legal). Further, Customer agrees to comply with all applicable laws in connection with Customer's use of the Services and this Services Agreement. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. Company 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. Company 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.

22. TROUBLESHOOTING. Company's Technical Support Team is available 24/7 and may be contacted at [insert phone # and email address] for technical support related to the Services.

23. COMPLIANCE WITH AGREEMENT. Company reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or Company's policies related to the Services.

24. NOTICES. By using, requesting, receiving, or paying for the Services, you accept and agree that notice of changes to these Terms and Conditions and notices and communications under the Agreement may be delivered by electronic means (email or text) unless otherwise agreed to by both Parties. It shall be the responsibility of the Customer to ensure that contact information, including but not limited to telephone numbers and email addresses, are kept up to date.

25. MISCELLANEOUS. The Service Agreement, including Supplemental Terms and Conditions for VoIP Phone Service, as applicable, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services. Any modification to this Service Agreement shall be in writing signed by authorized representatives of both Parties. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Georgia.

In accordance with the Telephone Consumer Protection Act (47 U.S.C. 227), you hereby expressly consent and agree that in order to provide payment notifications and otherwise service this account in compliance with Customer Proprietary Network Information regulations, Tri-CoGo, or its authorized agents, may contact you by text or other electronic message to any wireless telephone number that you provide, now or in the future, associated with your account, regardless of whether you incur charges as a result. You certify that you are the subscriber of all numbers provided. You understand that standard rates and fees may apply from your cellphone provider.

You understand that you are not required to provide your consent as a condition of receiving any service from Tri-CoGo and have the right to revoke consent for any and all wireless telephone numbers provided at any time by logging into the Tri-CoGo portal and turning off text notifications or calling Tri-CoGo customer service at 478.986.8320 to have text notifications disabled.



SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO VOIP PHONE SERVICE

The following Supplemental Terms and Conditions shall be applicable in the event the Services requested by Customer include VoIP Phone Service ("Voice Services").

- 1. RATES AND CHARGES.** The rates and charges for the Voice Services are set forth in the Agreement, together with any and all of Company taxes, fees and surcharges, as applicable and as amended from time to time. With respect to any Voice Services provided by Company to Customer for which a rate is not specified in the Rate Schedule, Company's standard retail rates shall apply. Company shall provide Customer with a current rate schedule for its standard retail rates at time-of-service activation, from time to time, and at the request of Customer.
- 2. TAXES AND SURCHARGES.** In addition to the rates and charges for the Voice Services, Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Voice Services and any Equipment, excluding taxes based on Company's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to Universal Service Fund (USF), 911 surcharges, and federal and state regulatory surcharges, as required or permitted by applicable law or regulation and/or as specified on the Company's website.
- 3. VOIP USAGE BILLING.** Billing for any usage associated with Voice Services, including but not limited to Directory Assistance, Toll Free Service Charges, International Calling, will occur in arrears (for prior month's usage-based Services).
- 4. CUSTOMER RESPONSIBILITIES.** Customer shall be responsible for providing the following to support Voice Services: (i) an IP or analog telephone; (ii) any internal wiring required to provide telephone service to areas of the premises beyond the immediate area of the Company provided Equipment.
- 5. UNAUTHORIZED USE OF VOICE SERVICES.** Company shall have the right (but not the obligation) to take protective action against Customer in order to protect Company's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Customer's voice traffic until the applicable problem is resolved in Company's reasonable discretion. The Voice Services do not support and Company will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and Company might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without Company's prior written consent.

6. VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY. Customer understands and acknowledges that access to Voice Services may be lost or may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) Company's network or facilities are not operating; (ii) broadband connection is lost; (iii) Customer is experiencing a power outage; (iv) electrical power to the optical network terminal (ONT) is interrupted; (v) Customer failure to provide a proper service address or moving the service to a different address. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed, Company must have the current service address and if Service is moved to a different address without Company's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the Voice Services (including 911/E911) may fail altogether. Customer is required to notify Company of any change of address of the ONT for 911/E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Company shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Voice Services, including 911/E911 services. Customer agrees to defend, indemnify, and hold harmless Company, its officers, directors, employees, affiliates and agents and any others who furnish services in connection with this Agreement or 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, Customer or any third party or user of account relating to the absence, failure, or outage of the Voice Services, including 911 dialing and/or inability of Customer or any third person or party or user of the Voice Services to be able to dial 911 or to access emergency service personnel.

7. CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI). Under federal law, Customer has the right, and Company has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's Voice Services usage (CPNI). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Company and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the Company's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the Company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Company in writing at: Tri-CoGo, Attn: Customer Service, P.O. Box 487, Gray, GA 31032 and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect the Customer's current Services.