



Tishomingo Connect Service Agreement Terms and Conditions of Service

- 1. Subscription and Payment Terms.** Subscribers are hereby requesting Services as established on the installation service order. Subscriber agrees to pay all monthly charges in advance, including all applicable taxes and fees. Subscriber will comply with, and be bound by, the existing and all future amendments, alterations, changes or revisions of the bylaws and broadband terms and conditions of Tishomingo Connect, LLC. Married couples are considered as joint subscribers for all purposes related to Tishomingo Connect, LLC services.
 - a. The first bill received by Subscriber will include the billing amounts due for the first full month of Services rendered plus a prorated amount due for any days the Services were activated occurring in the month of the initial installation.
- 2. Late Fees/Other Charges.** If payment is not received by the due date, a late fee will be applied. If service is disconnected for nonpayment and the Subscriber chooses to have Services restored, the payment on the account must be received and applied to the account by Tishomingo Connect, LLC with a sufficient dollar amount to bring the account to a current status and the next month paid in full before service is restored. A reconnect fee will also be applied and must be paid in full before service is restored.
- 3. Ownership of Equipment-Risk of Loss.** “Equipment” includes all devices necessary for delivery of broadband services installed by Tishomingo Connect, LLC in or on subscriber premises including, without limitation, optical network terminals (ONT), Network Interface Device (NID), router, necessary wiring and any wi-fi equipment or uninterruptible power supply, if requested. This Equipment and other Tishomingo Connect, LLC property and facilities delivered to Subscriber and/or installed on the premises to receive the service shall remain the sole and exclusive property of Tishomingo Connect, LLC. Subscriber assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the outside-the-premise Equipment by Tishomingo Connect, LLC or return of the inside-the-premise Equipment by subscriber. Subscriber agrees to pay any inside-the-premise Equipment lease charges associated with the Service. Upon termination of service for any reason, any and all Tishomingo Connect, LLC-owned inside-the-premise Equipment must be returned to Tishomingo Connect, LLC within 5 days. All received devices must be in working condition, reasonable wear and tear accepted. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside-the-premise Equipment is not returned to Tishomingo Connect, LLC for any reason within 5 days of the termination, including fire, flooding, storm or other



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incident beyond subscribers control, subscriber shall be liable to Tishomingo Connect, LLC for the full replacement cost for any unreturned or damaged Equipment. Subscriber will not attempt to remove outside Equipment. Custom installation material and Equipment will not be removed. Subscriber agrees and understands that Tishomingo Connect, LLC may utilize the wireless component of the ONT device to extend coverage of the network for internal or external use on a separate network independent of the Applicant's network or services which will not impede or restrict access to Applicant's subscribed services.

- **Tampering/Misuse/Lost/Stolen.** Subscriber shall not alter, misuse, or in any manner tamper with the Equipment or remove from the Equipment any markings or labels. Equipment cannot be removed from Subscriber premises and used in another location. Subscriber is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost, or stolen while in subscriber possession, subscriber shall be liable for the cost of repair or replacement of the Equipment. Subscriber agrees to pay Tishomingo Connect, LLC for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs due to tampering, misuse, or stolen Equipment.
- **Theft of Equipment and Services.** The receipt of Services without authorization is a crime. Subscriber understands that the law prohibits willful damage, alteration or destruction of Equipment. Subscriber may be subject to both civil and criminal penalties for such conduct. Subscriber shall not move Equipment to another location or use it at an address other than the service address without prior authorization from Tishomingo Connect, LLC.

- 4. Termination of Service by Subscriber.** Subscribers may terminate Service in person at the office, by telephone, or by online request. Subscribers are liable for all Services rendered by Tishomingo Connect, LLC up to the time the account has been de-activated and all inside-the-premise Equipment has been returned. Lease installments for material and Equipment being made over time are due in full at the time of termination. Subscriber agrees to allow Tishomingo Connect, LLC, or their contracted agents, access to the property to remove any outside-the-premise Equipment. Subscriber will not attempt to remove outside-the-premise Equipment. Custom installation material and Equipment will not be removed. Further, Subscriber understands and agrees that Tishomingo Connect, LLC may charge Subscriber for any unpaid charges, in accordance with Tishomingo Connect, LLC Terms and Conditions.



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- a. Upon satisfactory return of all equipment and satisfactory fulfillment of all conditions of this agreement by Subscriber, Tishomingo Connect, LLC will determine any prorated amounts that may be due to Subscriber based on the date of the requested termination and the remaining days left in that billing period. If it has been determined that a credit amount is due to be paid to the Subscriber, Tishomingo Connect, LLC will mail a check representing that amount to the last known address of the Subscriber.
- 5. Termination of Service by Tishomingo Connect, LLC.** Understanding that Services provided by Tishomingo Connect, LLC under this agreement are billed for and required to be paid in advance of the usage month, Tishomingo Connect, LLC will present a monthly bill to each Subscriber with a bill issuance date clearly stated on the bill. Each bill for Services, regardless of the nature of the service(s), is due on or before the stated due date. If full payment is not received in the office of Tishomingo Connect, LLC or at any agency authorized by Tishomingo Connect, LLC to receive payment on or before the date such bill is due, the Subscriber's account will be considered delinquent and subject to late charges and/or disconnection in accordance with this agreement. All outstanding charges, including penalties, reconnection fees, and any other applicable fees, must be paid in full before service can be reinstated after disconnection.
- 6. Changes in Service/Charges.** Tishomingo Connect, LLC may change or eliminate Services and charges. Tishomingo Connect, LLC will give subscriber 90-days notice of increases or other changes in charges, or Services in conformity with Tishomingo Connect, LLC Terms and Conditions.
- 7. Transfer of Account/Change of Residence.** The Services shall only be provided at the address where Tishomingo Connect, LLC completes installation. Subscriber may not transfer Subscriber's rights or obligations to the Services to any successor tenant or occupant or to any other address. Successor must agree to complete an application for Services and sign a new Tishomingo Connect, LLC Broadband Service Agreement in their name. Service obligations assigned and made agreeable to transferee shall not be transferred to the successor subscriber.
- 8. Service and Repairs.** Tishomingo Connect, LLC will make reasonable efforts to maintain system and respond to service calls in a timely manner. Tishomingo Connect, LLC will repair, at no cost to Subscriber, Equipment damaged due to reasonable wear and tear or technical malfunction. However, physical damage to Equipment caused by intentional or negligent misuse by Subscriber is



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Subscribers' sole responsibility and Subscriber is responsible to pay cost of repair or replacement in these circumstances.

- 9. Access on Premises.** As the owner of the premises and as a condition of receiving Services, Subscriber grants Tishomingo Connect, LLC and its authorized contracted agents authorization to enter premises to construct, install, maintain, inspect, replace and/or remove all Equipment necessary to provide Services. Subscriber, as a condition of receiving service from Tishomingo Connect, LLC, will grant an easement to Tishomingo Connect, LLC, or its parent company Tishomingo County Electric Power Association, on and through their property for a commercial communications system as well as to perform necessary maintenance, service upgrades, and periodic right-of-way re-clearing work. When possible, all service extensions will follow the existing utility easements.
- a.** If subscriber is not the owner of the premise, subscriber warrants and represents that he/she has authority to grant such access to Tishomingo Connect, LLC or that he/she has obtained the consent from the owner of the premises for Tishomingo Connect, LLC to install and maintain Equipment required to provide requested Services. In addition, subscriber agrees to supply Tishomingo Connect, LLC or our agent the owner's name, address and phone number and/or evidence that the owner has authorized in writing you to grant access to Tishomingo Connect, LLC and its agent to the premises, if so requested.
 - b.** Subscriber may be responsible for payment of any charges that may be assessed by Tishomingo Connect, LLC for visits to subscriber premises to install, maintain, inspect, repair or remove any Services and equipment, without limitation, in response to any difficulty caused, in whole or in part, by Equipment, services of facilities not provided by Tishomingo Connect, LLC, or for service calls at times other than normal business hours and for any non-routine installation or maintenance.
 - c.** Subscriber agrees to provide Tishomingo Connect, LLC employees and representatives with a safe working environment while on the premises. If a Tishomingo Connect, LLC employee or representative deems the working environment unsafe, in his/her sole discretion, subscriber agrees that Tishomingo Connect, LLC may elect to not provide any services, including without limitation installation, repair, maintenance, support or training services, on the premises until such premises are deemed safe by Tishomingo Connect, LLC.



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10. Prior Accounts. Subscriber warrants that no monies are owed from previous accounts with Tishomingo Connect, LLC.

- a. If Tishomingo Connect, LLC finds a prior account with subscriber where money is owed to Tishomingo Connect, LLC broadband business operations, then Tishomingo Connect, LLC will request and apply funds to that prior account which must be paid in full prior to starting any new broadband services.
- b. Tishomingo Connect, LLC offers a subscriber, individual or married couple, one installation at no charge. If a subscriber discontinues service and wishes to re-establish service at any location at any time in the future, a contract will be required. If a customer is under contract and discontinues service, the contract requirements will be enforced. No future service may be established until the contract requirements have been fulfilled.

11. 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. TISHOMINGO CONNECT, LLC DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

- a. Tishomingo Connect, LLC makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.
- b. Limitation of Liability; Tishomingo Connect, LLC shall not be liable to subscriber for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts of omission associated therewith, including any acts or omissions by subcontractors of Tishomingo Connect, LLC, or relating to any Services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- c. Subscriber Exclusive Remedy; Tishomingo Connect, LLC’s entire liability and Subscriber’s exclusive remedy with respect to the use of the Services or any breach by Tishomingo Connect, LLC of any obligation Tishomingo Connect, LLC may have under these terms and conditions shall be Subscriber’s ability to terminate the Service or to obtain the



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replacement of or repair of any defective Equipment. In no event shall Tishomingo Connect, LLC's liability to Subscriber for any claim arising out of this Agreement exceed the amount paid by the Subscriber during the preceding 30-day period.

12.Subscriber Indemnification. SUBSCRIBER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TISHOMINGO CONNECT, LLC AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY TISHOMINGO CONNECT, LLC IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGEMENTS AND CAUSES OF ACTION.

- a. ARISING OUT OF (I) SUBSCRIBER USE OF THE SERVICE OF EQUIPMENT; (II) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM SUBSCRIBER USE OF THE SERVICE OF ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (III) SUBSCRIBER BREACH OF ANY PROVISION OF THIS AGREEMENT.
- b. TISHOMINGO CONNECT, LLC (INCLUDING ITS EMPLOYEES AND AGENTS) MAY PERFORM VOLUNTARY OR EMERGENCY ACTS TO BROADBAND EQUIPMENT THAT ARE THE RESPONSIBILITY OF THE SUBSCRIBER BUT SHALL HAVE NO LIABILITY FOR DAMAGES OR INJURIES RESULTING FROM SAID ACTS EXCEPT TO THE EXTENT THAT SAID DAMAGES OR INJURIES ARE PROXIMATELY CAUSED BY ACTS OR OMISSIONS OF THE COMPANY WHICH ARE FOUND TO BE WANTON OR WILLFUL WITH THE INTENT TO CAUSE INJURY.
- c. IN NO EVENT SHALL TISHOMINGO CONNECT, LLC (OR ITS EMPLOYEES OR AGENTS) BE LIABLE TO SUBSCRIBER OR ANY OTHER FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF PRODUCTION CAPACITY, LOSS OF THE USE OF EQUIPMENT, LOSS OF ELECTRONIC DATA OR PROGRAM, COST OF CAPITAL, AND COST OF TEMPORARY OR REPLACEMENT EQUIPMENT OR SERVICES, WHETHER BASED



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IN WHOLE OR IN PART, IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION OR THEORY OF RECOVERY, AND SUBSCRIBER EXPRESSLY RELEASES TISHOMINGO CONNECT, LLC AND ITS EMPLOYEES AND AGENTS FROM ANY SUCH LIABILITY.

13.Liability for Injury and Damages. SUBSCRIBER ASSUMES FULL RESPONSIBILITY FOR SUBSCRIBER OWNED EQUIPMENT AND FACILITIES, AND WILL INDEMNIFY THE COMPANY AGAINST AND HOLD THE COMPANY HARMLESS FROM ALL CLAIMS FOR DAMAGES INCLUDING BUT NOT LIMITED TO INJURIES TO PERSONS, INCLUDING DEATH RESULTING THEREFROM, AND DAMAGES TO PROPERTY OCCURING UP THE PREMISES OF THE SUBSCRIBER ARISING FROM SERVICES DELIVERED BY TISHOMINGO CONNECT, LLC (AND/OR RELATED SERVICES PROVIDED BY THE COMPANY) WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENCE OF TISHOMINGO CONNECT, LLC EXCEPT (I) WHEN THE NEGLIGENCE OF TISHOMINGO CONNECT, LLC OR ITS AGENT(S) WAS THE SOLE PROXIMATE CAUSE OF SUCH INJURIES, INCLUDING DEATH THEREFROM, TO SUBSCRIBER OR TO EMPLOYEES OF A SUBSCRIBER OR ALL MEMBERS OF THE HOUSEHOLD; AND (II) AS TO ALL OTHER INJURIES AND DAMAGES, TO THE EXTENT THAT INJURIES OR DAMAGES ARE PROXIMATELY CAUSED BY OR RESULT IN WHOLE OR IN PART FROM (A) NEGLIGENCE OF TISHOMINGO CONNECT, LLC OR ITS AGENT(S) INDEPENDENT OF AND UNRELATED TO THE MAINTENANCE OF TISHOMINGO CONNECT, LLC EQUIPMENT OR ANY CONDITION ON SUBSCRIBER PREMISES OR (B) THE BREACH BY TISHOMINGO CONNECT, LLC OF ANY PROVISION OF ANY CONTRACT FOR BROADBAND SERVICES, AND EQUIPMENT BETWEEN TISHOMINGO CONNECT, LLC AND SUBSCRIBER.

14.Service Interruptions. Tishomingo Connect, LLC assumes no liability for interruptions of Services beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, or inclement weather. Tishomingo Connect, LLC shall use reasonable diligence to provide a constant and uninterrupted supply of Services hereunder. If as a result of the occurrence of a force majeure event, the supply and/or distribution of Services shall fail, be interrupted, or become affected, such shall not constitute a breach hereof and



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Tishomingo Connect, LLC shall not be liable for damages caused thereby.

“Force majeure” shall mean causes beyond reasonable control of the Party claiming force majeure, including, but not limited to, any failure of facilities where Services are being transported from, or interruptions caused by fires, floods, lightning, storms, unusually severe weather conditions, or acts of God, acts of any government, acts of public enemy, acts of other parties including acts (including but not limited to transmission constraints that prevent the delivery of Services to the point of delivery) of vendors, contractors and their respective employees or agents, strikes, embargoes, or any other condition beyond control and without the faults of either Subscriber or Tishomingo Connect, LLC to make profit or avoid a financial loss shall be deemed a force majeure event. In the event of any such contingency, the Parties shall be given a reasonable period of time in which to complete the performance of their obligations.

15. Internet Access Speeds. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Tishomingo Connect, LLC facilities and the network interface device at Subscriber premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which subscriber receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of Tishomingo Connect, LLC. Actual internet speeds vary due to many factors, including the capacity or performance of Subscriber device and its configuration, wiring and any wireless configuration, destruction and traffic on the internet, internal network or other factors at the internet site with which subscriber is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect subscriber online experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Tishomingo Connect, LLC reserves the right to implement network management controls to optimize and attempts to ensure that adequate speed and transfer is available to all internet service subscribers.

16. Internet Use. Subscriber understands that use of Services is subject to Tishomingo Connect, LLC’s Internet Acceptable Use Policy, which may be amended from time to time. Policy can be found online at tishomingoconnect.com or by contacting Tishomingo Connect, LLC. Subscriber assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through Services. Tishomingo Connect,



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LLC assumes no responsibility and disclaims any liability for the security of any information on Subscriber personal devices, or the security or accuracy of any information or data transmitted or received through the services.

Tishomingo Connect, LLC has no responsibility and disclaims any liability for unauthorized access by third persons to subscriber personal devices, files, or data or any loss or destruction of files or data.

17. Troubleshooting. Please contact Tishomingo Connect, LLC tech support for service issues relating to Tishomingo Connect, LLC internet, and telephone services at:

a. (844) 847-4775

18. Compliance with Agreement. Tishomingo Connect, LLC reserves the right to terminate Service for the breach of this agreement or any of the Tishomingo Connect, LLC Terms and Conditions or policies related to the Services at any time.

19. Robocall Mitigation. The Company's Robocall Mitigation Plan requires the Company to comply with Federal law and regulations. Users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of Company services. We will specifically prohibit the following activities which may be complicit in illegal calling schemes:

- continuous or extensive chat line or conference call participation,
- use of free conference calling or similar services that Company in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- use of an open telephone line as a monitoring, intercom or similar service;
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
- restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;



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- engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Company, or otherwise involving the Services or any Company account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.

20. Consent to Communications. The Subscriber consents to receive communications from Tishomingo Connect, LLC relating to the Service by any commercially reasonable method, including regular U.S. mail, email, text messages, phone calls, robocalls, and robotexts. The Subscriber may opt out of any communications by contacting the Tishomingo Connect, LLC office. The request for opting out must be by the account holder, and customer identity must be verified before the request is granted.

21. Voice Service. Voice service provided by LogicomUSA and billed by Tishomingo Connect, LLC is subject to the terms and conditions included in this document. The voice plans offered to Lifeline subscribers are the same plans offered to all other subscribers. There are no additional charges for toll calls and the minutes are unlimited. The rates for voice plans can be found at Tishomingoconnect.com. Tishomingo Connect, LLC also has an Informational Tariff regarding Lifeline service on file with the Mississippi Public Service Commission ('21-UN-57).

22. Policy Changes. Tishomingo Connect reserves the right to modify this Policy at any time. We will notify Customers of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If Customer's find the changes unacceptable, they have the right to cancel the Services. Continuing to use the Services after receiving notice of such changes will be considered as acceptance of any modifications, changes or updates. Effective June 29, 2021.