

## SERVICE APPLICATION TERMS AND CONDITIONS AGREEMENT

The undersigned (hereinafter called the "Applicant") executes this Service Application Terms and Conditions Agreement (hereinafter the "Agreement") and hereby applies for communication service with Tallahatchie Valley Electric Power Association, a Mississippi electric cooperative and/or Tallahatchie Valley Internet Services, LLC (hereinafter individually or collectively referred to as "Provider"), upon the following terms and conditions:

1. The Applicant will comply with and hereby agrees to be bound by the provisions, obligations, terms, conditions and requirements of the Bylaws of the Provider, the Provider's Fiber Optic Broadband Terms of Service, the Provider's Acceptable Use Policy and any other such terms of service, policies or agreements as may from time to time be adopted and/or amended by the Provider. The Provider's Fiber Optic Broadband Terms of Service, Provider's Acceptable Use Policy and other terms, policies and agreements can be viewed online at [www.TVEPA.com](http://www.TVEPA.com) or [www.TVIFiber.com](http://www.TVIFiber.com).
2. The Applicant will, when fiber optics service is made available, pay monthly the current rates determined by the Provider or if the Applicant has a minimum service term contract, the rate agreed to in the minimum service term contract. The monthly service fee begins upon completion of the installation of the service at the Applicant's service location and may be prorated the first and last month of service.
3. Any default by the Applicant in the payment of his/her service bill shall give the Provider the right to disconnect and remove the service, in accordance with the Provider's disconnection policy and procedure. Applicant agrees that Provider may make attempts to contact Applicant via both automated and live calls to any phone number given to Provider.
4. It is the responsibility of the Applicant to maintain the wiring and all applicable devices inside the Applicant's premise. The ONT device (where the fiber optics media conversion takes place) is the property of the Provider and shall not be tampered with or opened by the Applicant.
5. The Applicant, as a condition of receiving service from the Provider, will grant an easement to Provider 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.
6. The Applicant authorizes the Provider to make an investigation of their credit history if needed.
7. The Applicant understands that the fiber optic service requires electricity at the Applicant's service location and if an electrical service outage occurs that the fiber optic service, which could include telephone, will not function during the outage. Provider cannot guarantee uninterrupted electrical service and cannot guarantee the proper function of-any battery backup. In the event of a power outage, Applicant's VoIP phone service will not work and Applicant should secure an alternative means of 911 and emergency services.
8. The Applicant agrees to not use the fiber optic network in any illegal manner as specified in the Provider's Fiber Optic Broadband Terms of Service or the acceptable use policy, both as may be amended from time to time found at [www.TVifiber.com](http://www.TVifiber.com) and as further defined by local, state, and federal laws and regulations.

9. Applicant agrees and understands Provider 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.

**10. THE PARTIES AGREE THAT ANY CLAIMS OR DISPUTES ARISING OUT OF, OR RELATING TO THIS AGREEMENT, THE PROVIDER'S FIBER OPTIC BROADBAND TERMS OF SERVICE, THE PROVIDER'S ACCEPTABLE USE POLICY AND ANY OTHER SUCH TERMS OF SERVICE, POLICIES OR AGREEMENTS AS MAY FROM TIME TO TIME BE ADOPTED AND/OR AMENDED BY THE PROVIDER, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO ANY SERVICES PROVIDED TO APPLICANT BY PROVIDER SHALL BE SUBMITTED TO AND RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS RULES APPLICABLE AT THE TIME ARBITRATION IS COMMENCED, WHICH MAY BE AMENDED FROM TIME TO TIME. SUCH ARBITRATION SHALL BE BEFORE A PANEL OF ONE (1) ARBITRATOR AND THE ARBITRATOR SHALL BE SELECTED AS PROVIDED IN THE AAA RULES. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, FORMATION, OR ENFORCEABILITY OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE ARBITRABILITY OF ANY DISPUTE BETWEEN THE PARTIES. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ARBITRATION PROCEEDING OF ANY KIND WHATSOEVER AGAINST ANY OTHER PARTY IN ANY FORUM OTHER THAN IN THE SECOND JUDICIAL DISTRICT OF PANOLA COUNTY, MISSISSIPPI. THE ARBITRATOR'S DECISION SHALL BE FINAL AND LEGALLY BINDING, AND JUDGMENT MAY BE ENTERED THEREON. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SHARE OF THE ARBITRATION FEES AND COSTS IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ARBITRATION FROM THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF ARBITRATION, INCLUDING A REASONABLE ATTORNEY'S FEE FOR HAVING TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND WILL NOT ASSERT CLASS OR COLLECTIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION, COURT OR ANY OTHER FORUM AND EACH SHALL SUBMIT THEIR OWN INDIVIDUAL CLAIMS IN ARBITRATION AND SHALL NOT BRING CLAIMS AGAINST THE OTHER IN ANY REPRESENTATIVE CAPACITY ON BEHALF OF ANY OTHER INDIVIDUAL. THE ARBITRAL TRIBUNAL MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. ANY CLAIMS BY APPLICANT WILL NOT BE JOINED, CONSOLIDATED OR HEARD TOGETHER WITH CLAIMS OF ANY OTHER PARTY, INDIVIDUAL OR ENTITY. THE PARTIES ACKNOWLEDGE AND AGREE THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL OR TO FILE A LAWSUIT IN COURT AGAINST THE OTHER, AND THE RIGHT TO BRING A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER IN COURT OR IN ARBITRATION. BY EXECUTING THIS AGREEMENT APPLICANT REPRESENTS THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO FULLY REVIEW THE TERMS OF THIS AGREEMENT. APPLICANT UNDERSTANDS THE TERMS OF THIS AGREEMENT AND FREELY AND VOLUNTARILY SIGNS THIS AGREEMENT. APPLICANT FULLY**

**UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL AND THE RIGHT TO BRING ANY CLAIM AS A CLASS OR COLLECTIVE ACTION. IF ANY PROVISION OF THIS SECTION 10 AGREEMENT TO ARBITRATE IS ADJUDGED TO BE VOID OR OTHERWISE UNENFORCEABLE, IN WHOLE OR IN PART, THE VOID OR UNENFORCEABLE PROVISION SHALL BE SEVERED AND THAT ADJUDICATION SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS AGREEMENT OR THIS SECTION 10.**

**11. Applicant agrees that this Agreement shall be governed by Mississippi law.**

**By signing this application, the (Applicant)(s) is confirming that the Applicant is the owner of the property where the service is requested or has the permission from the property owner to have these services installed. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

**form date 01-2020**

**Applicant Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_