

Fiber Optic Broadband Terms of Service

This Fiber Optic Broadband Terms of Service Agreement (“Agreement”) describes the terms under which Tallahatchie Valley Internet Services, LLC, a Mississippi limited liability company, (TVIfiber) will provide fiber optic broadband service (the “Service”) to Customer. Customer shall mean the individual or entity who the Service is provided to. **Please read the below terms carefully, as they are legally binding. Agreement to terms is constituted by Customer signing the Service Application Terms and Conditions Agreement form at time service is requested.**

1. CUSTOMER’S OWNERSHIP OF SERVICE LOCATION. Customer represents and warrants that it lawfully owns the real property at which Customer is to receive the Service (the “Service Location”), or that Customer has the permission of such owner(s) to enter this Agreement.

2. COMPLIANCE WITH AGREEMENT AND TERMS OF SERVICE. Customer agrees to comply with this Agreement and with TVIfiber’s policies, rules, and price schedules (collectively the “Terms of Service”)—all of which constitute a contract between Customer and TVIfiber. Customer acknowledges and agrees that the Terms of Service including but not limited to changes to any terms, conditions, rates, fees, expenses or charges regarding the Service, may change from time to time and will remain contractually binding. Customer’s use of the Service after the effective date of any change shall be deemed acknowledgment that Customer has read and agreed to the Agreement and the Terms of Service, and acceptance to any changes to the Agreement or the Terms of Service.

3. BILLING AND PAYMENT. Customer agrees to pay all current and future rates, fees, deposits, and other charges related to the Service, including an installation fee (if applicable) covering non-standard installation for one data connection, up to two voice lines (if applicable), and Whole-House Wi-Fi extenders completed during one installation trip. Customer agrees that failure to pay all rates, fees, and charges may result in termination of the Service and TVIfiber’s collection of amounts owed. Installation fee (if applicable) is due upon scheduling of the install. The first month of service charges shall be paid by customer when the in-home installation is scheduled. The first bill will include the first full month of service plus a prorated amount for the month of installation. The billing period is the 10th through the 9th of the following month. The bill will be rendered by the 15th of each month for the subsequent month with a due date of the 5th day of the month. Accounts not paid in full by the 5th of the month prior to the billing period will be disconnected. If service is disconnected for nonpayment, all back balances and the next month must be paid in full before service is restored.

4. TERM OF AGREEMENT AND TERMINATION BY CUSTOMER. Customer can cancel Service at any time. Any TVIfiber Equipment remains the property of TVIfiber and must be returned if Service is canceled. If TVIfiber Equipment is not returned, a minimum \$100 fee will be assessed on the account. Fee shall be refunded upon the return of the undamaged TVIfiber Equipment. The cancellation of Service by Customer does not relieve Customer of any obligation to pay TVIfiber for charges due and owing for Services furnished up to the time of cancellation.

5. TERMINATION BY TVIfiber. Notwithstanding anything else in this Agreement, TVIfiber may terminate or decline to provide Service to Customer at any time and for any reason, including but not limited to breach (including nonpayment) under this Agreement or for a violation of the Terms of Service. The cancellation of Service by TVIfiber does not relieve Customer of any obligation to pay TVIfiber for charges due and owing for Services furnished up to the time of cancellation.

6. COMPLIANCE WITH APPLICABLE LAWS AND USE RESTRICTIONS. Customer agrees not to use the Service in a way prohibited by the Terms of Service or by local, state, or federal law—including but not limited to trademark, copyright or other intellectual property laws. Customer’s use of the Service is subject to TVIfiber’s Acceptable Use Policy which is hereby incorporated into this Agreement as though fully set forth herein. The Service is provided for Customer’s use only (unless otherwise specifically stated) and Customer agrees not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, Customer’s membership in the Service, or any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless, or other means. Customer is prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same.

7. GRANT OF EASEMENT. As a condition of receiving Service, and without financial compensation, Customer or the owner of the property at the Service Location will grant and transfer to TVIfiber (or, at TVIfiber’s direction, to a third party) a perpetual commercial communications easement on and through the Service Location to provide the Services, data and voice services on transport fiber, distribution fiber and service extension fiber, if applicable, for Service to both Customer and to other subscribers, and to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance. If electric utility facilities cross the Service Location, these easements will generally follow those facilities to the extent it is feasible to do so.

8. INSTALLATION PROCESS. The fiber **service drop** will follow the same route as your electric service all the way to the dwelling or structure. No one is required to be present, so prior notification of this step will not be provided unless an issue is encountered. Once completed, a TVIfiber representative will contact you to schedule the in-home (inside) installation, and an adult will be required to be present. Customers renting or leasing must have the Landlord or Property Manager’s written permission for installation prior to the service drop construction and the arrival of the TVIfiber installer for the in-home (inside) installation. Proper installation may require drilling through interior and/or exterior walls to run wire and installing outside and interior equipment, and Customer hereby consents or has the consent of the property owner for TVIfiber to perform any installation requirements including but not limited to drilling through interior and/or exterior walls. TVIfiber shall not be responsible for any damage to the Service Location arising from the installation or any removal of the

TVfiber equipment, except in cases of gross negligence, or improper workmanship, and then only to the extent of the actual damages thereof. Without limiting any other provisions of this Agreement, you agree to indemnify TVfiber from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services. The indemnity provisions of this Section 15 shall survive termination of this Agreement or Customer's discontinuation of the Services.

9. NO SERVICE LEVEL GUARANTEES. Customer understands and agrees that TVfiber does not guarantee that any particular amount of bandwidth on the Service will be made available to Customer or that any speed, performance or throughput of Customer's connection to the Service will be available to Customer. The Service is subject to both scheduled and unscheduled maintenance outages; TVfiber will endeavor, however, to minimize the impact of scheduled maintenance outages. Customer understands that the Service requires electricity at the Service Location and, if an electrical outage occurs, the Service (which may include telephone) will not function.

Your TVfiber-provided Gigabit Passive Optical Network (GPON) optical network terminal (ONT) is powered by plugging it into an electrical wall outlet. In the event of an electrical outage, your modem will not receive power, just like any other electrically powered device in your home. If this were to happen your TVfiber phone service, including any medical or security alert services, like E911, will not be available to you. **TAKE NOTE:** If you have a medical alert system, or security equipment, you are strongly encouraged to utilize and maintain a battery back-up. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery.

10. TVfiber EQUIPMENT AND SOFTWARE. TVfiber's Equipment is designed to be used on the premises in which service is installed. The equipment that we install in your home or business is the property of TVfiber (the "Equipment"). In the event you relocate or disconnect service, you must return the Equipment to a TVfiber office. If the Equipment is not returned, you will be subject to a minimum fee of \$100 one-time charge, refundable once the Equipment is returned undamaged. Customer agrees to use the Equipment only for its intended use, and not for any other purpose. *Customer assumes the risk of loss, theft, or damage to the Equipment at all times prior to the removal of the units by TVfiber or return of the units by Customer, and Customer shall be responsible for loss, repair and replacement of the Equipment.*

11. CUSTOMER EQUIPMENT. Customer is responsible for maintaining the wiring and all other applicable devices within the Service Location needed to utilize the Service. Customer is responsible for meeting and complying with the minimum computer, device, and system requirements established by TVfiber and contained herein. TVfiber is not responsible for any equipment or software not provided by TVfiber, and TVfiber will not provide support for, or be responsible for ongoing maintenance of such equipment. **TAKE NOTE:** If you have a medical alert system, or security equipment, you are strongly encouraged to utilize and maintain a battery back-up. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery.

12. TECHNICAL SUPPORT. Unless otherwise provided by the Terms of Service, TVfiber does not provide technical assistance with third-party hardware or software.

13. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT THE DAMAGES TO WHICH IT IS ENTITLED FROM TVFIBER OR FROM ANY OTHER PARTY UNDER THIS AGREEMENT ARE LIMITED TO THE COST OF THE SERVICE TO CUSTOMER AND, IF APPLICABLE, TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE SOFTWARE OR EQUIPMENT PROVIDED BY TVFIBER. TVFIBER, ITS OFFICERS, OPERATING MANAGERS, OWNERS, PARENT COMPANY, EMPLOYEES, AFFILIATES AND AGENTS ("TVFIBER PARTIES") WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN OR LOSS OF SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS, COMPUTER FAILURE OR MALFUNCTION, ANY DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES OR SERVICE INTERRUPTIONS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TVFIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TVFIBER PURPOSE, REGARDING TVFIBER EQUIPMENT, SOFTWARE, OR ANY SERVICES FURNISHED TO CUSTOMER AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE TVFIBER PARTIES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM TVFIBER'S FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO CUSTOMER OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO CUSTOMER. IN NO EVENT SHALL TVFIBER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID TO TVFIBER PURSUANT TO THIS AGREEMENT FOR THE AFFECTED TIME PERIOD. THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE TERMINATION OF THIS AGREEMENT OR CUSTOMER'S DISCONTINUATION OF THE SERVICES.

14. NO WARRANTY. TVFIBER DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICE, NOR DOES IT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE, DENIAL OF SERVICE ATTACKS OR OTHER HARMFUL COMPONENTS. TVFIBER DOES NOT WARRANT THAT ANY DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S INFORMATION. THE SERVICE AND TVFIBER EQUIPMENT ARE PROVIDED ON AN "AS-IS BASIS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE, EQUIPMENT, AND SOFTWARE TVFIBER PROVIDES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR OTHERWISE AND TVFIBER DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, TVFIBER DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES OR EQUIPMENT, IF ANY, BY TVFIBER OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. TVFIBER DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, TVFIBER EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR

BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, AND/OR SOFTWARE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THE PROVISIONS OF THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

15. INDEMNITY. Customer shall defend, indemnify, and hold harmless TVIfiber, its officers, owners, employees, affiliates, agents and its corporate parent, Tallahatchie Valley Electric Power Association—along with its directors, officers, agents and employees—against any third-party claims, damages, losses, attorney's fees, and expenses relating to or arising from the Services, the Equipment or its installation, Customer's breach of this Agreement, use of the Service or Customer's violation of the Terms of Service. The indemnity provisions of this Section 15 shall survive termination of this Agreement or Customer's discontinuation of the Services.

16. SUCCESSORS AND ASSIGNS. TVIfiber's rights and obligations under this Agreement shall accrue to any of TVIfiber's successors or assigns. Customer may not sell, transfer, or assign this Agreement to a third party without TVIfiber's advance written consent.

17. CHOICE OF LAW. Customer agrees that this Agreement shall be governed by Mississippi law.

18. ARBITRATION. CUSTOMER AGREES THAT ANY CLAIMS OR DISPUTES ARISING OUT OF, OR RELATING TO THIS AGREEMENT, 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 TVIFIBER, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO ANY SERVICES PROVIDED TO CUSTOMER BY TVIFIBER 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 BATESVILLE, 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 CUSTOMER 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. CUSTOMER REPRESENTS THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO FULLY REVIEW THE TERMS OF THIS AGREEMENT. CUSTOMER 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 18 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 18.

19. CONSENT TO COMMUNICATIONS. Customer consents to receive communications from TVIfiber in any form relating to the Service, including regular U.S. mail, emails, text messages, and phone calls at any telephone number, or physical or electronic address you provide. Customer may opt-out of any nonemergency or non-billing communications.

20. SECURITY. Customer agrees that using the Service presents certain security risks that may enable other Internet users to gain access to or use of Customer's equipment or information. Some of the Services may utilize the public internet and/or third party networks to transmit voice or other communications. Customer acknowledges and understands that TVIfiber cannot guarantee that the Services are private and secure. TVIfiber is not liable for any lack of privacy or security that Customer may experience with regard to the Services. Customer is solely responsible for taking all appropriate security measures when using the Service, and agrees that neither TVIfiber nor Tallahatchie Valley Electric Power Association shall be responsible for security or information breaches of any kind. Customer agrees that TVIfiber may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam.

21. SEVERABILITY. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. WAIVER. No waiver by TVIFiber of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by TVIfiber. No waiver by TVIfiber shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such

written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. AUTHORITY. If Customer is an entity, Customer hereby represents and warrants that Customer has the full right, power and authority to enter into this Agreement and to undertake all obligations of Customer hereunder, and that the person executing the Participation Agreement on behalf of Customer has the power and authority to bind Customer.

24. AMENDMENT OF THIS AGREEMENT AND THE TERMS OF SERVICE. TVIfiber reserves the right to modify this Agreement and the Terms of Service at any time with any changes posted online at www.TVIfiber.com. Customer's continued use of the Service following online notice of such modification shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement or the Terms of Service, Customer must immediately cease using the Service and notify TVIfiber that Customer is terminating the Service.

25. ENTIRE AGREEMENT. This Agreement and the Terms of Service are the only terms and conditions that govern the Service. No undertaking, representation or warranty made by any agent or representative of TVIfiber in connection with the sale, installation, maintenance or removal of the Service shall modify or amend this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Agreement to terms of this Agreement is constituted and effective upon Customer signing/acknowledging the Service Application Terms and Conditions Agreement, which is hereby incorporated into this Agreement as though fully set forth herein., at time service is requested, and by signing/acknowledging the Service Application Terms and Conditions Agreement Customer agrees and acknowledges to be bound by and comply with all terms, conditions, obligations, responsibilities and requirements of this Agreement.

Effective Date: 1/1/2020