

## EPB FIBER OPTICS RESIDENTIAL TERMS AND CONDITIONS OF SERVICE

**Acceptable Use of Services.** The Service(s) provided herein are for your use only, and you shall not use or permit the use of these services for any other purpose. You shall not make the Service(s) or permit the Service(s) to be made available for resale or to provide video, telecommunications, internet or similar services to one or more third parties. EPB Fiber Optics has published acceptable use terms and conditions for Services. Customers who knowingly violate these terms may have their use of services revoked or suspended. Copies of these acceptable use terms and conditions are available at EPB's headquarters and at [www.epbFi.com](http://www.epbFi.com). Customers are encouraged to read and follow these policies, including any updates that may be published on EPB's website. You may not use Pay-Per-View for commercial gain or public viewing without EPB's prior express authorization. The Service and Equipment are provided to you for your personal use. You may not resell or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service; use the Service in any manner that is contradictory to EPB's Acceptable Use Policy that is available at [www.epbFi.com](http://www.epbFi.com); tamper with, disrupt or "hack" the Equipment, or make use of the Service in any way that is inconsistent with its intended purpose. You also agree to comply with the Terms & Conditions of all end-user license agreements that accompany the Equipment or are otherwise applicable to your use of the Equipment and the Services. All such agreements are incorporated herein by reference. Upon termination of this Agreement, all end-user licenses also terminate; you agree to return to us or destroy at that time all versions and copies of all software received in connection with the Services. EPB reserves the right to terminate your Service should you, in EPB's sole discretion, commit any of the actions listed above. You are responsible for any liability or charges billed by any program provider. EPB reserves the right in its sole discretion to enforce bandwidth allotments depending upon your level of usage and the level of Service(s) purchased. If you have exceeded the appropriate level of internet usage in any given month, EPB will notify you by phone or in writing. You agree to pay additional charges upon notice from EPB.

**Assignment.** This service agreement is non-assignable without the express written consent of EPB Fiber Optics.

**Billing and Payments.** EPB will bill all charges, applicable taxes, and fees monthly in advance (except for usage based charges, which will be billed monthly in arrears). Applicable charges will be set forth in EPB's then-current fee schedule found at [www.epbFi.com](http://www.epbFi.com). Some government imposed fees and taxes may be imposed or become applicable retroactively, and you will be responsible for paying any such charge. If you are exempt from payment of such taxes, you must provide EPB with an original certificate that satisfies all applicable legal requirements. A tax exemption will only apply from and after the date we receive it. Failure to pay the total balance when due may be grounds for disconnecting service and/or imposing a late fee. EPB may charge a reasonable fee for all returned check and bankcard chargebacks. The returned amount plus fee must be paid by cash, cashier's check or money order. If EPB retains an agency or attorney to collect any amount owed, you will be obligated to pay all of EPB's costs of collection, including attorneys' fees. If you dispute any charges, you must notify EPB within sixty (60) days of the date of your EPB invoice, or any such dispute will be waived.

**Changes to Service Terms and Conditions.** Subject to applicable law, we have the right to change our Services, Equipment and rates or charges at any time with or without notice. We may also change, add or remove programming features or offerings contained in the Service or other Terms & Conditions related to the Service. We will provide you notice of changes to the Service and to these Terms & Conditions consistent with applicable law. We may also post notice of such changes at [www.epbFi.com](http://www.epbFi.com), and we may send notice to you to the email address on EPB's account records for you. Because we may from time to time notify you about important information concerning the Service and these Terms & Conditions, you agree to regularly check your postal mail, email and all postings on [www.epbFi.com](http://www.epbFi.com) or on another website about which you have been notified. You bear the risk of failing to do so. If you find a change in Service or a change in these Terms & Conditions unacceptable, you may cancel the Service. If you continue to receive the Service, we will consider you to have accepted these changes.

**Copyright.** Any firmware or software used to provide the Service and all Services, information, documents and materials provided by EPB in written or electronic form are protected by trademark, copyright or other intellectual property laws. Your use of this firmware, software and the Services is subject to these laws. All names, service marks, trademarks, trade names, logos, content, photographs, sound or image files and domain names (collectively "marks") of EPB are and shall remain the exclusive property of EPB, and nothing in these Terms & Conditions shall grant you the right or license to use any of such marks.

**Credit Policy.** EPB reserves the right to review your previous billing history with EPB or access your credit history through a credit reporting agency.

**Equipment.** All equipment issued to you by EPB shall remain the property of EPB at all times. You agree to be responsible for any loss, theft or damage of EPB Fiber Optics' Equipment. If equipment is lost or damaged, please contact your insurance company to file a claim. EPB is not responsible for the maintenance, operation, service or repair of any of your equipment connected to the Services, including without limitation television, computer, telephone or any other device. You agree to allow EPB or its agents to send software to your equipment and to configure your equipment when necessary to provide Services, even if doing so changes, adds or removes features or functionality of any such equipment. Absent gross negligence or willful misconduct, EPB will not be responsible for any damage to your equipment arising from such activities. In the event of such damage, EPB's maximum liability to you is \$500 for the cost of repairs. If you are not the owner of the equipment, you are responsible for obtaining any necessary approval from the owner to allow us to access this equipment and to perform the activities listed above.

**E911 Notice.** In order for 911 calls to be properly directed, EPB must have your correct service address. Fi Phone uses the electrical power in your home. In the event of a power outage, 911 calling may be interrupted if battery back-up is not installed, fails or is exhausted. Calls may not be completed in the event of problems with network facilities or other technical problems. Prior to changing your address, please call (423) 648-1EPB (1372) to provide EPB with notice. EPB will require several business days to update your service address in the 911 system.

**Force Majeure.** EPB shall not be liable for any failure, interruption or diminution of service in the event that such failure, interruption or diminution is caused by or due to causes beyond its control, including, but not limited to, acts of God; fire, earthquake, flood, water, the elements or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions; insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of

any civil or military authority; national emergencies; shortages or failure of equipment or supplies, including cable, fiber, switching and other network equipment of third parties; unavailability of transportation; acts or omissions of third parties; or any other cause beyond EPB's reasonable control.

**Governing Law.** These Terms & Conditions and the relationship between you and EPB shall be governed by the laws of the State of Tennessee without regard to its conflict of laws principles.

**Indemnity.** You agree to indemnify and hold harmless EPB from all liabilities, damages, claims and expenses, including without limitation attorneys' fees, that arise from your or a User's use of misuse of the Service; from any violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret or other intellectual property; from use or failure of the 911/E911 functionality or any other dialing associated with a home security, home detention, medical monitoring or other similar system; and from your breach of any provision of these Terms & Conditions. Where you are obligated to indemnify or hold EPB harmless anywhere in these Terms & Conditions, those obligations run not only to EPB but also to its employees, representatives, affiliates, agents, officers and directors.

**Installation and Access.** As the customer, you agree to allow EPB Fiber Optics the right to enter your property for the purposes of adjusting, repairing, replacing, maintaining, moving, auditing or removing any equipment if necessary. You represent that you either own the property or have the right to allow EPB to install any necessary equipment and wiring to provide you service. You also agree to allow access for the purpose of checking signal quality. You should always ask for proper identification anytime an EPB employee or contractor requests entry to your property. If identification is not provided, please do not allow access.

**Limitation of Liability.** IN NO EVENT SHALL EPB BE LIABLE TO CUSTOMER OR TO ANY USER OF CUSTOMER'S SERVICE FOR LOSS OF PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THE AGREEMENT, EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING CUSTOMER'S COMPUTERS AND EQUIPMENT, SECURITY BREACHES, VIRUSES, EASVSDROPPING, INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES, OR ANY USE OF THE EQUIPMENT OR SERVICES OF EPB THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR INTELLECTUAL PROPERTY OR CONTRACTUAL OR OTHER RIGHTS OF ONE OR MORE THIRD PARTIES. It is expressly understood that EPB shall have no liability for any damage to you or any other person claimed to have resulted from your use of the Service(s).

**Miscellaneous.** These Terms & Conditions and any other documents incorporated by reference constitute the entire agreement and understanding between you and EPB with respect to EPB's provision of the Service(s) and related equipment. They replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. If EPB fails to insist upon or enforce strict performance of any provision of these Terms & Conditions, it shall not thereby waive any provision or right. neither the course of conduct between the parties nor trade practice shall modify these Terms and Conditions.

**No Warranties.** EPB Makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement usage of trade, course of dealing or course of performance or any warranty that the service or the equipment will meet customer's requirements. The Service and the Equipment are provided to you on an "as is" basis. The Service is not fail-safe and may be disrupted. The service is not designed or intended for use in situations in which an error or interruption could lead to injury to business, persons, property or the environment. Without limiting the foregoing, EPB does not warrant that the service will be without failure, delay, interruption, error, degradation of quality, or loss of content, data or information. Neither EPB nor its officers, directors, employees, contractors or any other service provider who furnishes services or products to customer in connection with these Terms & Conditions or the Service will be liable for unauthorized access to facilities, premises or equipment or for unauthorized access to, or alteration, theft or destruction of customer's data or information regardless of whether such damage occurs as a result of negligence by EPB, its contractors or service providers. Statements and descriptions concerning the Service or Equipment, if any, by EPB or by EPB's authorized representatives are informational and are not given as a warranty of any kind.

**Parental Control.** Parental control features are available for your use with EPB Fiber Optics services. We encourage parents to use this feature to block or filter video or internet information that may not be appropriate for minors.

**Service Termination or Changes.** As with all our utility services, one call to our office will take care of your needs. Please call 648-1EPB (1372) should you decide to alter your services, move or make any other changes.

**Survival.** Certain obligations under these Terms & Conditions by their terms continue beyond termination of the Service including, but not limited to, provisions dealing with access to property, disclaimers of warranties, limitations of liability and indemnity. The termination, expiration or cancellation of Service under these Terms & Conditions shall in no way affect the survival of such obligations.

**Video Programming.** You acknowledge that EPB has the right at any time to preempt without notice specific advertised programming and to substitute programming, which EPB deems to be comparable.

**Wiring.** In a single dwelling unit, all inside wiring is the customer's property. In a multiple dwelling unit or a commercial premises, wiring is not the customer's property unless purchased by the customer. Ownership of wiring begins twelve (12) inches from where the wiring enters the outside of the customer's premise.