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 reserves the right to impose usage conditions for Services who knowingly violate these terms may have their services revoked or suspended. Copies of these acceptable use terms and conditions are available at EPB’s headquarters and at www.epbfiber.com. You will be responsible for reading and following the terms and conditions 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 them to the User or 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.epbfiber.com; tamper with, disrupt or “hack” the system; or use of the Service in any manner that is not 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 Service(s). 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 fail to pay any due charges. You shall not be responsible for any liability or charges billed by any program provider. EPB reserves 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 wire to provide you service. You also agree to 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.

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.epbfiber.com. EPB reserves the right to change its fees and implement additional fees or charges 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 tax requirements. A tax exemption will only apply from and after the date it is filed and will only apply to the first invoice. Failure to pay the invoice when due may result in 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 first invoice, or EPB will not investigate any disputes that you have 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 be construed as a waiver of any provision or any right. The service and equipment provided to you under this Agreement are for your personal use and may not be resold or used as a service provider or to provide to other users.

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 Services. Terms and Conditions related to the Services will be updated to 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.epbfiber.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 new information concerning the Services and these Terms & Conditions, you agree to regularly check your postal mail, email and all postings on www.epbfiber.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 a 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, documentation, and software contained in the same, are the property of EPB, 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 secrets, and other confidential information, whether secrets (collectively “secrets”) or not, are 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 updates to your television or other device to configure your equipment when it is necessary to provide Services, even if doing so changes, adds or removes features or functionality of 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. You agree that you will, at all times, provide us with 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 an EPB line or other telephone service or due to changes in the Fi Phone wiring. You must call (423) 428-1650 (1372) to provide EPB with notice. EPB will require several business days to update your service address in the 911 system.

Force Majeure. You 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 troubles; breakdowns, 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 or result from your failure to provide EPB with the necessary information, or you use of EPB's services or equipment in violation of your 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[d]eliberate, willful or malicious acts of any person or entity; or from any breach of any provision of these Terms & Conditions. Where you are obligated to indemnify or hold EPB harmless anywhere in these Terms & Conditions, you represent that you either own the property or have the right to allow EPB to install any necessary equipment and wire to provide you service. You also agree to 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, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THE AGREEMENT, EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, EPB IS NOT RESPONSIBLE OR LIABLE FOR CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING CUSTOMER'S COMPUTERS AND EQUIPMENT, SECURITY BREACHES, MALICIOUS CODE, SPYING, THEFT OR TAMPERING OR USE OF 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 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 understanding and agreement 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 be construed as a waiver of 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. The information transmitted through the services may be intercepted by third parties. The user is responsible for the security of such information.

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 other content that may not be appropriate for your children.

Service Termination or Changes. As with all our utility services, one call to our office will take care of your needs. Please call 648-1E18 (1372) should you decide to alter your services, move or make any other changes.

Survival. Certain obligations under these Terms & Conditions by their nature continue beyond the termination or expiration of these Terms & Conditions and will survive the termination or expiration of these Terms & Conditions.

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 multi-dwelling unit, you agree to use the services and equipment supplied by EPB, unless purchased by the customer’s order. Ownership of wiring begins twelve (12) inches from where the wiring enters the outside of the customer’s premise.