



## Broadband General Terms and Conditions

*Effective March 26, 2019*

### Overview

These General Terms and Conditions of Service are applicable to services which may include data, high speed internet, voice, and video services. The product offerings described herein are referred to as the "Services." This document may be modified from time to time with or without notice, consistent with applicable legal requirements, and shall have the same force as the present Terms and Conditions. Current Terms and Conditions can be found at [www.brightridge.com](http://www.brightridge.com). Customers are encouraged to read and follow these policies, including any updates that may be published on BrightRidge's website. Use of BrightRidge Services after activation or after modification of the Terms and Conditions constitutes acceptance of the current Terms and Conditions of Services. Services may be rendered without a written Customer contract. When a written contract exists, any contract terms that are different from the general Terms and Conditions contained in this document shall govern the Services provided to the Customer.

### Billing and Payments

BrightRidge 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 BrightRidge's current Schedule of Administrative and Operation Fees and Charges found at [www.brightridge.com](http://www.brightridge.com). Some government fees and taxes may be imposed or become applicable retroactively, and Customer will be responsible for paying any such charge. If Customer is exempt from payment of such taxes, Customer must provide BrightRidge with an original certificate that satisfies all applicable legal requirements. A tax exemption will only apply from and after the date received. Failure to pay the total balance when due may be grounds for disconnecting Service and/or imposing a late fee. BrightRidge 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 Customer wishes to dispute any charges, Customer must notify BrightRidge within sixty (60) days of the date of Customers' BrightRidge invoice, or any such dispute will be waived.

### Credit Policy

BrightRidge reserves the right to review existing Customers' previous billing history with BrightRidge or access credit history through a credit reporting agency.

### Copyright

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

### Content

Parental Control services are used to filter or block data content (websites, images, video, etc.) that may be inappropriate to viewers. BrightRidge encourages parents/guardians to evaluate the numerous parental control offerings available on the market (Qustodio, Net Nanny, etc.). Parental Control software and services are not provided by BrightRidge. BrightRidge has no control and accepts no responsibility for downloaded and/or viewed content.

Customer is responsible for any and all liability that arises out of the content transmitted by Customer or other users using the Services. User, meaning any person, whether authorized or unauthorized, using the Services and/or equipment provided to you. Customer shall assure that use of Services will comply with all applicable laws, Terms and Conditions, and Acceptable Use Policy found at [www.brightridge.com](http://www.brightridge.com).

### Equipment

BrightRidge property delivered to Customer and/or installed on the premises to receive Services shall remain the property of BrightRidge. Customer assumes the risk of loss, theft, damage to the Equipment at all times prior to the removal of the equipment by BrightRidge or return of the units by Customer. Customer agrees that BrightRidge is not responsible for the operation, maintenance, service or repair of Customer's television, computer, router, or any other consumer electronics, which may, be connected to the Services.

Customer agrees to allow BrightRidge or its agents to send software to his/her equipment and to configure 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, BrightRidge will not be responsible for any damages to equipment arising from such activities.

BrightRidge shall operate and maintain Services. Customer shall be responsible for maintaining their own equipment and software that interface with the Services. Customer shall be responsible for the use, compatibility, and installation of any devices, equipment, or software not provided by BrightRidge. Customer agrees to remove any device, equipment, or software that presents a likely hazard, interference, or Service obstruction that may impair BrightRidge's network or other customers' service.

### **Dispute, General Questions, and Inquiries**

BrightRidge has a board approved policy for contested billing that is available on request. Any dispute of issues outside the scope of a contested billing may be addressed by a member of the management team by calling the Customer Service department at 423-952-5000. In the event an issue is not resolved, customers may make a final appeal to the CEO.

### **Federal and State Regulatory Entities**

The federal regulatory body for broadband, internet, tv (video), phone (voice) and other communications is the Federal Communications Commission (FCC). The contact information for the FCC is (866)-225-5322 and the website is [www.fcc.gov](http://www.fcc.gov). Within the State of Tennessee, the regulatory body for television (video) and phone (voice) is the Tennessee Public Utilities Commission (Tennessee PUC). The contact information for the Tennessee PUC is (800)342-5359 and the website is [www.tn.gov/tpuc](http://www.tn.gov/tpuc).

### **Discontinuance of Services by BrightRidge**

BrightRidge reserves the right to discontinue Services when the Customer is using the Services in violation of the provisions of these applicable Terms and Conditions, Acceptable Use Policy, in an unlawful manner, or in violation of regulatory requirements. BrightRidge reserves the right to discontinue Services without notice when it receives a threat of harm to the company, its equipment, or its employees. BrightRidge may also disconnect Services if payment is not received within 9 calendar days of the due date. Customers enrolling in electronic billing presentment and electronic final notice delivery have consented to such based on their choice of settings with BrightRidge's SmartHub mobile offering. Customers must specifically consent to allow BrightRidge to utilize optional notifications methods delivered to wireless phone number such as automated outbound calling and texting. Customer authorizes BrightRidge to use any reasonable method,

including but not limited to telephone calls, emails, text messages, traditional mail, mobile alerts, and onsite notifications for the purpose of communicating business information and Services to the Customer, unless otherwise limited by consent or law.

Services may be refused, disconnected, or suspended without notice if; (a) a condition on the Customer's premises is determined by BrightRidge to be hazardous; (b) the Customer uses the Services in such a manner as to adversely affect BrightRidge's equipment/facilities or service to others; (c) equipment furnished, leased, or owned by BrightRidge is subject to tampering; (d) there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner; (e) violation of the foregoing use restrictions or in the event of an excessive number of calls during a fixed period; (f) heavy usage concentrated over consecutive dates, or usage that may be deemed to be business or commercial use on a residential account.

Upon terminating service for any reason, Customer is responsible for the safe return of BrightRidge property. This agreement and the Services furnished hereunder are not assignable by Customer without the prior written consent of the Company. Customer shall notify the Company of any change of occupancy or ownership of the premises immediately upon such transfer of ownership or tenancy.

### **Discontinuance of Services by Customer**

Customers may request cancellation of Services at any time (including, without limitation, during any term commitment to which you have agreed) by giving notice of cancelation by contacting Customer Service at 423-952-5000 or in person at 2600 Boones Creek Rd., Johnson City, TN 37615. Services that can be remotely disconnected will be cancelled no later than the business day following the customer's request. Services that require onsite disconnection may take up to three business days. Notice to discontinue Services will not relieve Customer from any minimum or guaranteed payment, rate, or schedule. Upon termination, Customer must promptly return equipment to BrightRidge by following the return process posted online. BrightRidge will, at its option, either: (1) charge Customer the Equipment Charge if not received within 30 days after termination; or (2) charge Customer the Equipment Charge upon termination and credit back for such charge ONLY if BrightRidge receives equipment within 45 days following termination.

### **Force Majeure**

BrightRidge shall not be liable for any failure, interruption or diminution of service in the event that such failure, interruption or diminutions is caused by or due to causes being 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 any civil or military authority; national emergencies; shortages or failure of equipment or supplies, invalidating cable, fiber, switching and other network equipment of third parties; unavailability of transportation; acts or omissions of third parties; or any other cause beyond BrightRidge's reasonable control.

### **General Conduct**

Services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purposes. Customer shall not use Residential Services for any Commercial or Governmental activities, whether for profit or non-profit, including but not limited to home office, business, call center services, sales, transcription, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. Customer shall not resell or redistribute (whether for a fee or otherwise) the Services, or otherwise charge others to use the Services, or any portion thereof. Customer agrees that if Customer uses the Residential Services for any BrightRidge prohibited Commercial or Governmental purposes, Customer will pay any applicable higher rate for such use during all past periods. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises BrightRidge that such Services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If BrightRidge receives other evidence giving reasonable cause to believe that such Services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with the law.

### **Indemnity**

Customer agrees to indemnify and hold harmless BrightRidge from all liabilities, damages, claims and expenses, including without limitation attorneys' fees, that arise from his/her or a user's use of misuse of the Services; from any violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret or other intellectual property; from use of failure of the 911/E911 functionality or any other dialing associated with a home security, home detention, medical monitoring or other similar systems; and from his/her breach of any provision of the Terms and Conditions. Customer is obligated to indemnify or hold BrightRidge harmless anywhere in these Terms and Conditions, those obligations run not only to BrightRidge but also to its employees, representatives, affiliates, agents, officers and directors.

### **Installation and Right of Access**

Upon request, Customer shall promptly provide BrightRidge identified employees, contractors, vehicles, and equipment access to Customer's premises for the purpose of inspecting, testing, repairing, removing, installing, or exchanging any or all equipment of BrightRidge. Customer represents that they own the property or have the right to allow BrightRidge to install any necessary equipment and wiring to provide Service. Customer also agrees to allow access for the purpose of checking signal quality. Customer should always ask for proper identification anytime a BrightRidge employee or contractor requests entry to property. If identification is not provided, please do not allow access.

### **Limitation of Warranties and Liabilities**

BRIGHTRIDGE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. In no event shall BrightRidge be liable for the acts, omission, or delays imposed by third-party vendors to BrightRidge. Any BrightRidge liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a pro-rated share of the charges for the service involved. Remedies under this provision are exclusive and limited to those expressly described herein. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **No Warranties**

BrightRidge makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of 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 on an "as is" basis. The Service is not fail-safe and may be disrupted. The Services are not 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, BrightRidge does not warrant that the service will be without failure, delay, interruptions, error, degradation of quality, or loss of content, data or information. Neither BrightRidge nor its officers, directors, employees, or contractors or any other service provider who furnishes service or products to customer in connection with these Terms and Conditions or Services will be liable for unauthorized access to facilities, premises or equipment or for unauthorized access to, or alternation, theft of destruction of customers data of information regardless of whether such damage occurs as a result of negligence by BrightRidge, its contractors or service providers.

## **Service Quality**

BrightRidge will use its best efforts to provide Services and to comply with telephone regulations which establish guidelines for local exchange service interruptions for maintenance. BrightRidge provides data rates with best effort and speed tests may yield different results from different testing sites. BrightRidge, where reasonably possible, maintenance causing service interruption will be conducted at times which cause minimal inconvenience to Customers. In all cases where service interruptions are planned and are likely to be extensive, BrightRidge will make a reasonable effort to notify affected Customers in advance using notices posted on [www.brightridge.com](http://www.brightridge.com).

## **Wiring**

BrightRidge is not responsible for the operability or maintenance of wiring between devices, as applicable, and Customer's telephone ('inside wiring'), whether that wiring is owned by Customer or a third party. In a single dwelling unit, all inside wiring is the customer's property. In a multiple dwelling unit or a commercial premise, wiring is not the customer's property unless purchased by the Customer. Customer will be charged for a service call and all applicable repair charges if BrightRidge responds to a request for Services and determines that the trouble reported is caused by the inside wiring.

## **Voice Services**

BrightRidge is committed to providing its Customers with access to emergency services through 911/E911 calling. Accessing the emergency service by dialing 911 automatically provides the address registered with BrightRidge to your local 911 dispatcher. The only address sent to the 911 dispatch center for all telephone numbers is the service address listed on the voice service account. The Customer will be responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location, or person in need of emergency assistance.

BrightRidge has engineered its Voice Service to comply with industry standards for reliability and access to 911. This includes optional battery backups (uninterruptible power supply – UPS) for longer electrical outages. Customers may purchase a UPS from either BrightRidge or a 3<sup>rd</sup> party. BrightRidge-provided Voice Service is provided by an Optical Network Terminal (ONT) that is plugged into an electrical wall outlet. In the event of an electrical outage, the ONT will not receive power, just like any other electrically powered device in the home. If this were to happen the voice service, including any medical or security alert services, like E911, will not be available without a UPS. BrightRidge's optional UPS includes a battery capable of up to 24 hours of standby time that is designed to ensure voice service will continue to work during a power outage, in accordance with telephone industry standards, for the purpose of making emergency calls. Our Back Up

Battery Policy can be found at [www.brightridge.com](http://www.brightridge.com)

BrightRidge's equipment is set up to provide service to the address subscribed when signing up for Services and will not function if Customer moves device to another location. Customer should not move equipment unless specified by BrightRidge. If transferring to a new location, Customer should contact Customer Service at 423-952-5000 or by submitting an online request at [www.brightridge.com](http://www.brightridge.com). BrightRidge will not be liable for any mis-directed emergency services.

## **Video Programming**

Customer acknowledges that BrightRidge has the right at any time to preempt without notice specific advertised programming and to substitute programming, which BrightRidge deems to be comparable. BrightRidge may change, add, or remove programming features or offerings contained in the Service.

## **Changes to Service or Terms and Conditions**

BrightRidge will provide Users with applicable notice of changes to the Service and Terms and Conditions consistent with applicable law. Such notices may be posted on [www.brightridge.com](http://www.brightridge.com) and BrightRidge may send notice to the email address on file for the Customer's account. Because BrightRidge will occasionally send notifications regarding important information concerning the Services and these Terms and Conditions, the Customer agrees to regularly check postal mail, email, and all postings on [brightridge.com](http://brightridge.com) or on another website about which they have been notified. The Customer bears the risk for failing to do so. If a change in Services or a change in the Terms and Conditions unacceptable, the customer may cancel the Services. If the Customer continues to receive the Services, BrightRidge will consider the Customer to have accepted these changes.