

Terms and Service Agreement



“Improve Life, Serve Community”

CVEC Fiber, LLC

Terms and Service Agreement

By signing this agreement and the installation work order for fiber optic services, including but not limited to high-speed data or phone (individually and collectively "Services") provided by CVEC Fiber, LLC, you (Customer) acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below.

- 1. BILLING AND PAYMENT TERMS.** Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by CVEC Fiber, LLC including but not limited to charges for installation and equipment. You must notify us in writing within thirty (30) days after receiving your statement if you dispute any CVEC Fiber, LLC charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to: CVEC Fiber, LLC, PO Box 751, Seminole, OK 74818. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. CVEC Fiber, LLC and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of Customer, CVEC Fiber, LLC shall issue a credit on Customer's subsequent invoice for the disputed amount. If CVEC Fiber, LLC initiates legal proceedings to collect any amount due hereunder and CVEC Fiber, LLC substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by CVEC Fiber, LLC in prosecuting such proceedings and any appeals therefrom. Any objection to billed charges should be reported to the CVEC Fiber, LLC as soon as possible. Questions regarding the CVEC Fiber, LLC's services or charges assessed to a Customer's bill may be directed to the CVEC Fiber, LLC's Customer Service Department toll-free at (877)382-3680. CVEC Fiber, LLC shall investigate the case and report the results to the Customer. During the period that the disputed amount is under investigation, the CVEC Fiber, LLC shall not pursue any collection procedures or assess late fees regarding the disputed amount. Customer shall be required to pay the undisputed part of the bill, and if not paid, it may result in discontinued service. In the event the disputed charges are not resolved, the CVEC Fiber, LLC shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information: Oklahoma Corporation Commission Consumer Services Division, PO Box 52000-2000, Oklahoma City, OK 73150-2000 or call at 405-521-2331.
- 2. LATE FEES AND OTHER CHARGES.** Customer understands that CVEC Fiber, LLC may issue an administrative 5% late fee (Late Fee) for monthly charges not paid by stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. Examples of these costs include preparing additional bill statements, processing Customer service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work to collect past due accounts. CVEC Fiber, LLC does not extend credit to Customers and the Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, CVEC Fiber, LLC may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer's check is returned for insufficient funds, CVEC Fiber, LLC may impose a service charge up to \$35.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay CVEC Fiber, LLC for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- 3. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed by CVEC Fiber, LLC in or on Customer premises including, without limitation, inside or outside optical network units (ONT) and wiring. This equipment and other CVEC Fiber, LLC property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of CVEC Fiber, LLC. Customer assumes the risk of loss, theft, or damage to all Equipment always prior to the removal of the outside units by CVEC Fiber, LLC or return of the inside units by Customer. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to CVEC Fiber, LLC within 5 days of the termination. If the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to CVEC Fiber, LLC for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to CVEC Fiber, LLC for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that CVEC Fiber, LLC may charge the credit card on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 4. TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment unless they have requested the Equipment Protection Plan offered by CVEC Fiber.
- 5. TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by CVEC Fiber, LLC up to the time the account has been

de-activated and all inside Equipment has been returned.

- 6. THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration, or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from CVEC Fiber, LLC.
- 7. TERMINATION OF SERVICE-BY-SERVICE PROVIDER.** If Customer's bill is not paid by due date, Provider may disconnect services. Upon termination for any reason, Provider may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Provider may charge credit card on file at termination of Service in the amount of any outstanding balance, fees and the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 8. CHANGES IN SERVICE/CHARGES.** CVEC Fiber, LLC may change or eliminate Services and charges.
 - a. CVEC Fiber, LLC will give Customer 30 days' notice of increases or other changes in charges, or b. Services in conformity with applicable law.
- 9. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where CVEC Fiber, LLC completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing CVEC Fiber, LLC with written consent from both parties (unless previous party is deceased and, in that case, will need to provide a death certificate).
- 10. SERVICE AND REPAIRS.** CVEC Fiber, LLC will make reasonable efforts to maintain system and respond to service calls in a timely manner. CVEC Fiber, LLC will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.
- 11. ACCESS ON PREMISES.** As a condition of receiving services, Customer grants to CVEC Fiber, LLC and/or its contractors' authorization to enter premises to construct, install, maintain, inspect, and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to CVEC Fiber, LLC a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide Services to Customer and others.
 - a. If Customer is not the owner of the premise, Customer warrants that he/she has authority to grant such access to CVEC Fiber, LLC or that he/she has obtained the consent from the owner of the premises for CVEC Fiber, LLC to install and maintain Equipment as indicated on work order.
- 12. PRIOR ACCOUNTS.** Customer warrants that no monies are owed to CVEC Fiber, LLC from previous accounts with CVEC Fiber, LLC. If CVEC Fiber, LLC finds a prior account with Customer where money is owed, then CVEC Fiber, LLC may apply any funds received to that prior account.
- 13. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CVEC Fiber, LLC DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
 - a. CVEC Fiber, LLC makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.
 - b. Limitation of Liability: CVEC Fiber, LLC shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of CVEC Fiber, LLC or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
 - c. Customer Exclusive Remedy: CVEC Fiber, LLC entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by CVEC Fiber, LLC of any obligation CVEC Fiber, LLC may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall CVEC Fiber, LLC's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 30-day period.

CUSTOMER INDEMNIFICATION. CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CVEC Fiber, LLC AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES AND COSTS) INCURRED BY CVEC Fiber, LLC IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION

- a. ARISING OUT OF (i) CUSTOMER USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER USE OF THE

SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

- 14. SERVICE INTERRUPTIONS.** CVEC Fiber, LLC assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. However, credit adjustments will be determined on a case by case basis.
- 15. VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY:** Customer understands and acknowledges that access to CVEC Fiber, LLC phone service may be lost or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) CVEC Fiber, LLC NETWORK OR FACILITIES ARE NOT OPERATING (ii) BROADBAND CONNECTION IS LOST; (iii) CUSTOMER IS EXPERIENCING A POWER OUTAGE; (iv) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINATOR (ONT) IS INTERRUPTED; (v) CUSTOMER FAILURE TO PROVIDE A PROPER SERVICE ADDRESS OR MOVING THE SERVICE TO A DIFFERENT ADDRESS. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed, CVEC Fiber, LLC must have current service address and if Service is moved to a different address without CVEC Fiber, LLC's approval, 911/E911 calls may be directed to the wrong emergency authority and/or may transmit the incorrect location address for responding.
- a. CVEC Fiber, LLC phone service (including 911/E911) may fail altogether. Customer is required to notify CVEC Fiber, LLC of any change of address of the voice enabled advanced equipment for 911/E911 calling service to work properly.
 - b. Customer agrees that, to the maximum extent allowed by law CVEC Fiber, LLC shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Services, including the CVEC Fiber, LLC phone and 911/E911 services.
 - c. Customer agrees to defend, indemnify, and hold harmless CVEC Fiber, LLC, its officers, directors, employees, affiliates and agents and any others who furnish services in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Customer or any third party or user of account relating to the absence, failure, or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.
- 16. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between CVEC Fiber, LLC facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of CVEC Fiber, LLC's actual internet speeds vary due to many factors including the capacity or performance of computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, CVEC Fiber, LLC reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.
- 17. INTERNET USE.** Customer understands that use of Services is subject to CVEC Fiber, LLC's Acceptable Internet Use Policy, which may be amended from time to time. Policy can be found at online at www.cvecfiber.com or by contacting CVEC Fiber, LLC. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. CVEC Fiber, LLC assumes no responsibility and disclaims any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. CVEC Fiber, LLC has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.
- 18. TROUBLESHOOTING.** Please contact our tech support for service issues at 405-382-3680 relating to internet and telephone.
- 19. COMPLIANCE WITH AGREEMENT.** CVEC Fiber, LLC reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services.

**TERMS AND CONDITIONS AGREEMENT
SIGNATURE PAGE**

Service(s) Requested:

Telephone:

- Residential
- Business

High Speed Internet:

- 150 Mbps downstream and 150 Mbps upstream
- 1 Gbps downstream and 1 Gbps upstream
- 2.4 Gbps downstream and 2.4 Gbps upstream
- Other _____

Equipment:

- Indoor ONT _____
- Router _____
- Wi-Fi Mesh Extender _____

BY EXECUTING BELOW CUSTOMER UNDERSTANDS AND AGREES WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

FURTHER, CUSTOMER UNDERSTANDS THAT FIBER SERVICE REQUIRES ACTIVE ELECTRIC SERVICE AT MY LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE FIBER OPTIC SERVICE, INCLUDING ALL TELEPHONE SERVICES, IF ELECTED, MAY NOT FUNCTION.

DATE: _____

CUSTOMER SIGNATURE: _____

PRINT NAME: _____

INSTALLER SIGNATURE: _____

PRINT NAME: _____

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH OTHER IMPORTANT PAPERS.

CVEC Fiber Fee Schedule

NAME	AMOUNT	DESCRIPTION
Late Fee	5% of late bill	A one-time fee charged each time account balance is not paid by the due date.
Reconnect Fee	\$25	A one-time fee charged each time account is reconnected after being disconnected.
Check or Credit Card Return Fee	\$35	A one-time fee charged each time a check or credit card returns unpaid
ONT Replacement Fee	\$100	A one-time fee for the replacement of an ONT. Can also be charged after service is disconnected if the ONT is not returned to CVEC Fiber.
Router Replacement Fee	\$200	A one-time fee for the replacement of the router. Can also be charged after service is disconnected if the ONT is not returned to CVEC Fiber.
Wi-Fi Mesh Extender Replacement Fee	\$100	A one-time fee for the replacement of a Wi-Fi Extender. Can also be charged after service is disconnected if the ONT is not returned to CVEC Fiber.
Service Call Fee	\$200	A one-time fee charged each time a service call is ordered for customer related issue (not a CVEC Fiber issue).
Standard Installation Charge	\$100	A one-time fee charged when service is installed
Wi-Fi Mesh Extender Rental Fee	\$3	A monthly fee charged for each additional Wi-Fi Mesh Extender requested.
Battery Backup (24 hour)	\$300	A one-time fee charged for the purchase of a 24-hour battery backup. Available for purchase on request.