

# Mid Century Fiber Internet/Phone Service Terms & Conditions Cooperative

(a) I agree to pay Mid Century for (i) all use of my services, (ii) installation and applicable service charges, (iii) equipment, and (iv) all applicable local, state, and federal fees and taxes. Charges for the services that I receive have been provided to me. Other charges are set forth on a separate price list that I have received and/or can be provided on request. I will be billed monthly in advance for recurring monthly charges. If I participate in a promotional offer that requires a minimum time commitment and I terminate early, I agree that I am responsible for any termination fees that were described to me at the commencement of such promotional or discounted price.

(b) All charges are payable on the due date specified, or as otherwise indicated, on my bill. I agree that late charges may be assessed if my account is past due. My failure to deliver payment by the due date is a breach of this Agreement. The current late fees can be provided upon request and, if applicable, will not exceed the maximum late fees as set forth by applicable law. Mid Century reserves the right to change the late fees at any time.

(c) I authorize Mid Century to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. Mid Century shall not be liable for any effect of normal services installation and workmanship, such as holes in walls, etc., which may remain after installation or removal of the Mid Century equipment, except for damage caused by negligence on the part of Mid Century.

(d) The Mid Century equipment is and at all times shall remain the sole and exclusive personal property of Mid Century, and I agree that I do not become an owner of any Mid Century equipment by virtue of payments provided for in this Agreement or the Tariff(s) or the attachment of any portion of Mid Century equipment to my residence or otherwise. Upon termination of any services, subject to any applicable laws or regulations, Mid Century may, but shall not be obligated to, retrieve any associated Mid Century equipment not returned. All equipment must be returned within seven days after cancellation of service to avoid \$200.00 equipment fee charge.

(e) I agree that data services are best effort delivery and that unless enterprise class service is sold with an additional Service Level Agreement (SLA) specifically for committed bandwidth, that Mid Century does not guarantee that the maximum throughput rate will be achieved at all times. I also understand that the actual throughput rate I may experience at any time will vary based on numerous factors, such as the condition of wiring at my location, computer configurations, Internet and Mid Century network congestion, the time of day at which I use the service, and the website servers I access, usage of the service inconsistent with the Terms of Service, among other factors.

(f) I agree that Mid Century residential service is to be used for personal, non-commercial use only. The service cannot be used for any commercial purpose whatsoever whether or not the enterprise is directed towards making a profit.

(g) I agree to accept and abide by Mid Century' Terms of Service and network management policies during my use of data services, made available to me at installation and available on Mid Century's website, **midcentury.com**. Terms are subject to change.

(h) I authorize Mid Century to make an investigation of my credit history if needed.

(i) I certify that I am 18 years old or older and I am the property owner or I have permission from the property owner to have services installed.

(j) I acknowledge that the voice-enabled Optical Network Terminal (ONT) used to provide the telephone service is electrically powered and that the telephone service, including the ability to access 9-1-1 services and home security and medical monitoring services, may not operate in the event of an electrical power outage. I acknowledge that, in the event of a power outage in my home, any battery (i.e. UPS) installed inside my voice-enabled ONT (whether self-installed or installed by Mid Century) may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that the presence of the battery does not ensure that telephone service will be available in all circumstances. I may choose to lease a battery back-up device (UPS) from Mid Century for a monthly fee and Mid Century will be responsible for monitoring, ordering, and purchasing replacement batteries for leased UPS. I agree that Mid Century will not be responsible for any losses or damages arising as a result of the unavailability of the telephone service (such unavailability due to outages or a suspension of my account), including the inability to reach 9-1-1 or other emergency services, the inability to contact my home security system or remote medical monitoring service provider. I acknowledge the items listed above, in section (j), and the loss of power at my house will result in my home telephone service being out of service if I elect not to add a UPS to my service. (Initial: \_\_\_\_ )

Signature: \_\_\_\_\_ Date: \_\_\_\_\_