GENERAL TERMS AND CONDITIONS FOR CUMBERLAND CONNECT SERVICES

Last updated: October 2026

1. SERVICES

1.1. **Overview.** These General Terms and Conditions for Cumberland Connect Services ("Terms and Conditions"), including any schedules hereto and any terms incorporated by reference along with any separate Services Agreement, if applicable, govern the use and provision of any and all broadband Internet access, phone, video and related services and Equipment (collectively referred to as the "Services") provided by Cumberland Connect LLC ("us," "we," or "Cumberland Connect") as requested by the person or entity purchasing the Services ("you" or the "Customer"). By using, requesting, receiving or paying for the Services, you agree to accept these Terms and Conditions. These Terms and Conditions may be updated or changed from time to time. The most up to date version applicable to the Customer may be viewed at http://www.cumberlandconnect.org. If Cumberland Connect makes a change to these Terms and Conditions that has a material impact on the Services, we will post notice on our website and provide notice to your email address or address for your account in our records.

1.2. **Scope of Services.**

1.2.1. The Services and Equipment are solely and exclusively for the use of the Customer and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of these Terms and Conditions. Customer acknowledges the Services and Equipment were developed, compiled, prepared, revised, selected and arranged by Cumberland Connect and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial, time, effort and money and constitute valuable industrial and intellectual property and trade secrets of Cumberland Connect and such others. Customer agrees to protect the proprietary rights of Cumberland Connect and all others having rights in the Services and the Equipment during and after the term of this Agreement as defined herein. Customer acknowledges and agrees that it has no ownership rights in and to the Services and Equipment and that no such rights are granted under this Agreement. Customer shall honor and comply with all written requests made by Cumberland Connect or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. Customer agrees to notify Cumberland Connect in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory, or common law rights.

1.2.2. Customer shall not access the Services through any medium or Equipment that Cumberland Connect has not authorized in writing, nor may any medium or Equipment by which the Services is provided be shared, moved, modified, interfaced,

copied, broadcasted, reproduced, ported or otherwise routed with or to any other Equipment without Cumberland Connect's prior written consent. In addition, Customer shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other Equipment, network or software that Cumberland Connect, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon Cumberland Connect's request therefore, Customer shall promptly notify Cumberland Connect in writing of any and all such Equipment, network and software. Services expressly provided by Cumberland Connect for operation on Customer's own Equipment shall be furnished without warranty as to compatibility, fitness or performance with such Equipment, and Customer shall bear all cost and responsibility for such Equipment.

1.2.3. Unauthorized access or use is unlawful, and Cumberland Connect and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. Customer agrees to notify Cumberland Connect in writing promptly upon becoming aware of any unauthorized access or use. Customer shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment may use the Services solely for its own purposes and may not use the Services for any development purposes or to develop any applications, software or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as Cumberland Connect may expressly permit under a separate development license with Customer.

1.2.4. Customer shall not use any of Cumberland Connect's or its affiliated companies' trademarks, trade names, or service marks in any manner that creates the impression that such names and marks belong to or are identified with Customer, and Customer acknowledges that it has no ownership rights in and to any of these names and marks.

1.2.5. Customer acknowledges and agrees that Cumberland Connect may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of Cumberland Connect, which may discharge those responsibilities, obligations and duties on behalf of Cumberland Connect.

1.3. **Authorized User.** You must be an adult over the applicable age of majority to purchase the Services as an individual or to accept these Terms and Conditions as an authorized representative for an individual or entity who purchases the Services. Customer and members of Customer's household, including guests of Customer, are the only authorized users of the Services and must comply with the Terms and Conditions and applicable Services Agreement. Customer may not sell, transfer, lease, encumber or assign all or part of the Services. If Customer installs a wireless router, no one outside of Customer's household may access the Services through Customer's account. Customer is responsible for all traffic coming into or from Customer's account even if it is an unauthorized user. Customer shall assure that any use of the Services complies with all applicable laws, regulations and rules. This limitation on authorized users includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such Services is prohibited, a business rate plan allows for the hosting of these Services for the business's own purpose (e.g., employee email, basic business website for marketing).

1.4. **Installation.** Installation of the Services means that Services has been made available to Customer, which, depending on the Level of Services available to and selected by Customer, may include access to a data, voice, or video connection. Installation includes all fiber strand to the residence or business and continues to the Equipment provided by Cumberland Connect. Any work outside of the scope of this installation will be an additional charge.

Pricing varies, please contact us at (800) 987-2362 or support@cumberlandconnect.org for more information.

1.5. **Access to Customer's Property.** Customer shall allow Cumberland Connect and its agents the right to enter Customer's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and Equipment. If you do not own the premises, you shall contact your landlord or building manager about the installation, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and Equipment. You warrant that you are either the owner of the premises or that you have the authority to give us access to the premises. If you are not the owner of the premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the premises to perform the activities specified above. In addition, you agree to supply us or our agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

1.6. **Easement on Customer's Property.** In consideration of receiving Services from Cumberland Connect, Customer hereby grants or will grant to Cumberland Connect or Cumberland Electric Membership Corporation (CEMC) any easements required by Cumberland Connect or CEMC on, under, over or through Customer's real estate for purposes of extending fiber optic cable so to provide Services to Customer and others as well as to perform maintenance, Services upgrades, and periodic clearing of rights of way. When economically feasible, all extensions shall follow any existing utility easements.

1.7. **Service Maintenance.** Customer acknowledges that Cumberland Connect or CEMC may need to conduct routine network or software maintenance and upgrades to its systems or services which may result in brief interruptions of service. Cumberland Connect and CEMC will do their best to conduct this necessary maintenance during times of day with the least service traffic and usage and to provide advance notice of the interruption. However, when required, some emergency network or system maintenance or repairs may result in interruptions in service outside of these hours and without notice to the Customer.

2. RATES AND CHARGES

2.1. **Charge for Services.** The rates and charges for the Services are set forth on Cumberland Connect's website at http://www.cumberlandconnect.org. Current installation and monthly fees are posted on Cumberland Connect's website at http://www.cumberlandconnect.org. All prices, fees charges, packages, and where applicable, programming, features, functionality are subject to change at any time at the sole discretion of Cumberland Connect and Customers will be provided notice as required by all applicable laws and regulations. Any upgrades in existing Services will be charged at the upgraded level.

2.2. Taxes and Surcharges. In addition to the rates and charges for the Services(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services and any Equipment, excluding taxes based on Cumberland Connect's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, PICC, and payphone surcharges, as required or permitted by applicable law, regulation or tariff and/or as specified on the Cumberland Connect website at http://www.cumberlandconnect.org.

2.3. **Billing and Payment.**

2.3.1. Charges for all Services shall be billed monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears), including but not limited to: activation fees; monthly Services fees; Equipment rental fees; usage charges; international usage charges;

advanced feature charges; advanced features/add-ons; regulatory recovery fee, universal Services fund; 911 fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our website and may change from time to time. Cumberland Connect may introduce new products and Services at special introductory pricing. Introductory pricing may change at Cumberland Connect's discretion. Notification of monthly invoices will be sent to you via mail or your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the rate schedules found on our website.

2.3.2. All charges are due on the date listed on Customer's bill for such amounts. If payment for services is received after the due date Customer will be charged a late fee. All amounts due hereunder which are not paid by Customer within fifteen (15) days from the date of the bill shall become delinquent. Services may be disconnected after five (5) days written notice that Services may be disconnected unless the delinquent account is paid in full. If Services are disconnected for non-payment, Cumberland Connect may require payment of any outstanding balance along with a Reconnect Fee prior to reconnection. Customer will further be liable to Cumberland Connect for all costs associated with collection of any amount owed by Customer under this Agreement, including, but not limited to reasonable attorneys' fees. Customer must provide Cumberland Connect with written notice of any disputed charge(s) within thirty (30) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. Customer shall pay the invoiced amount by the Due Date; provided that payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section.

2.3.3. Cumberland Connect may require you to make deposits for Services, and may use these deposits to satisfy your initial invoice for Services, to offset any unpaid balance, or to satisfy your obligation if you fail to return Equipment as required under these Terms and Conditions. For Customers who are also customers of Cumberland Electric Membership Corporation ("CEMC"), we may apply your payments, including any deposits, to offset outstanding amounts due to Cumberland Connect or to CEMC for electric Services.

2.3.4. You must notify us in writing within thirty (30) days after receiving your statement if you dispute any Cumberland Connect 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:

Cumberland Connect
1940 Madison Street
Clarksville TN 37043

The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Cumberland Connect 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, Cumberland Connect shall issue a credit on Customer's subsequent invoice for the disputed amount. If Cumberland Connect initiates legal proceedings to collect any amount due hereunder and Cumberland Connect substantially prevails in such proceedings, then Customer shall pay the reasonable attorneys' fees and costs incurred by Cumberland Connect in prosecuting such proceedings and any appeals therefrom.

2.3.5. ***Discontinuance of Services***. We reserve the right to suspend or discontinue the Services generally, or to disconnect your Services or a Services component, at any time in our sole and absolute discretion while providing notice as required by law. If we discontinue the Services generally, or disconnect your Services without a stated reason, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Services are disconnected on account of your breach of any provision of these Terms and Conditions or applicable Services Agreement, you will be responsible for the full charges to the date of disconnect or to the end of the current term as provided herein or as detailed in the Services Agreement, as applicable, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Cumberland Connect will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus. Collection activities and credit bureau reporting may be done utilizing the information provided by you to Cumberland Connect or its parent company.

2.3.6. ***Taxes***. State and local governments may assess taxes, surcharges and/or fees on your use of Cumberland Connect Services. These charges may be a flat fee or a percentage of your Cumberland Connect charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Services or Equipment. Such amounts are in addition to payment for the Services or Equipment and will be billed to you as set forth in these Terms and Conditions or applicable Services Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax exempt status. Tax exemption will only apply from and after the date we receive such certificate.

2.4. **Itemized Fees**

2.4.1. *Activation Fee* - This fee covers charges for setting up your account and activating you on our system.

2.4.2. *Monthly Services Fee* - This is the basic charge associated with your Services. This fee includes the calling charges defined by your plan; the features associated with your plan and basic account Services.

2.4.3. *Equipment Rental Fees* — This is the charge associated with the rental of Equipment for the sole purpose of use in connection with the Services.

2.4.4. *Usage Charges* - If you exceed the number of calling minutes on your plan, Cumberland Connect will bill you for the minutes you use above your allowance. Cumberland Connect also bills for calls to directory assistance and other information Services.

2.4.5. *International Usage Charges* - These are the fees associated with calls to locations outside of the US, and Canada.

2.4.6. *Advanced Features, Add-Ons, and Premium Services*—Cumberland Connect charges additional fees for enhanced features and Services such as Virtual Phone Numbers.

2.4.7. *Universal Service Fund* - The Universal Service Fund (USF) provides support to promote access to telecommunications Services at reasonable rates for those living in rural and high- cost areas, income-eligible consumers, rural health care facilities, and schools and libraries All telephone companies that provide Services between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these Services to the

USF.

2.4.8. *Taxes* – Cumberland Connect is required to bill and collect local, state and federal taxes imposed on Cumberland Connect customers by the various taxing authorities. Cumberland Connect passes all taxes it collects on to the appropriate taxing authority.

2.4.9. *Emergency Services – 911 Dialing* - State and/or local governments may assess fees on Cumberland Connect to pay for emergency Services in your community. Cumberland Connect bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on where you live, these fees can vary widely. Cumberland Connect is committed to supporting public safety Services and resources in your State.

2.5. Equipment

2.5.1. ***Required Equipment***. Depending on the level of Services selected by Customer, certain Equipment will be required for the use of Services. This may Include an Optical Network terminal, In-home fiber cable, wi-fi extender, gigabit switch, etc. ("Equipment"). Cumberland Connect will supply Customer will the Equipment required for the Services, which shall at all times remain the property of Cumberland Connect, shall not be tampered with, and upon termination or cancelation of Services shall be returned to Cumberland Connect in the same condition as existed at the time of delivery, reasonable wear and tear excluded. Failure to return Equipment to Cumberland Connect may result in a Customer being liable for and charged with the full cost of replacing the Equipment. An list of Equipment and the associated replacement costs may be found at https: / /cumberlandconnect.org. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at (800) 987-2362 or support@cumberlandconnect.org. If you purchase the Equipment, you bear all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE CUMBERLAND CONNECT EQUIPMENT OR SERVICES(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY US, THE SERVICES(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.

2.5.2. ***Equipment Purchases:*** You may purchase Equipment, including, but not limited to, an Uninterruptible Power Supply (UPS) to utilize with the Cumberland Connect Services. You will be deemed to have accepted the items upon purchase and/or after each is delivered and/or installed. No Equipment purchased through Cumberland Connect may be returned at any time for a credit and/or refund. If you receive Equipment that is visibly damaged, you must contact our customer care department immediately at (800) 987-2362 or support@cumberlandconnect.org. Cumberland Connect may resell certain Equipment from a third-party supplier. Maintaining that Equipment is your sole responsibility. The original Equipment manufacturer and not Cumberland Connect shall be responsible for any Equipment defects. Cumberland Connect will pass all original Equipment manufacturer warranties for the Equipment to you and will not have any liability to you regarding such Equipment. Please check the Equipment provider's website for warranty, return rules and other terms and conditions applicable to such third-party Equipment supplier. Equipment may be returned to the manufacturer in the event of a defect that arises within the applicable warranty period, provided you comply with the terms of this Section and the manufacturer's Return Materials Authorization ("RMA") policy.

2.5.3. ***Equipment Rentals***. In addition to the other Services referred to in this Agreement, we may rent Equipment to you for the sole purpose of use in connection with the Services. The term of use of the Equipment will be coterminous with the end of the term for the Services and any extensions thereof; you will be deemed to

have accepted the items after each is delivered and/or installed, unless you notify us in writing to the contrary. You may return any defective Equipment to us for a replacement as long as it has not been misused or damaged by you, your agents or invitees. Furthermore, you shall be responsible for ensuring that any Cumberland Connect Equipment is maintained in a secure location, and you shall be fully liable for any and all costs and charges associated with damage to or loss of Cumberland Connect Equipment.

3. TERM and TERMINATION

3.1. **Types of Uses.** The following term and termination restrictions will apply based upon the level of Services and classification of Services that Customer subscribes to, as defined below

Residential and/or Business with No Term Requirements:

The term of the Agreement shall commence upon the initial installation or activation of any Services and shall continue in full force and effect for the time period from month to month unless earlier terminated in accordance with the terms and provisions of the Agreement. Customer may terminate the Agreement at any time upon notice to Cumberland Connect. Cumberland Connect may terminate the Agreement at any time upon written notice to Customer. Customer shall pay to Cumberland Connect, immediately upon demand, all sums then due and unpaid at the time of termination.

Enterprise and/or Business with Term Requirements:

Certain Services and Equipment are available under a Services Agreement ("Services Agreement"). Due to the unique needs of our Enterprise and Business Customers, Services Agreements shall be entered into on a case by case basis through Cumberland Connect's Sales Director after identifying the needs of the business entity.

3.2. **Cancellation**

Customer may cancel Services only as follows:
Telephone Cancellation: (800) 987-2362
Email: livechat@cemc.org

Mail Cancellation:

Cumberland Connect Cancel Services
PO Box 3300
Clarksville, TN 37043

Cancellations must Include Customer's name, account number, address, telephone number, and date of desired cancellation.

4. AUTHORIZED AND UNAUTHORIZED USES

4.1. **Copyright**; **Trademark**. The Services and Equipment and any firmware or software used to provide the Services, or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, Services marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants

you the right or license to use any of our marks.

4.2. **Unauthorized Usage of Equipment; Firmware or Software.** You have not been granted any license to use the firmware or software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Equipment is exclusively for use in connection with the Services and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. We reserve the right to prohibit the use of any interface Equipment that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface Equipment that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface Equipment with the Services. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

4.3. **Unauthorized Use of Services.**

4.3.1. ***Protective Action.*** Cumberland Connect shall have the right (but not the obligation) to take protective action against Customer in order to protect Cumberland Connect's network from any unauthorized use, found in these Terms and Conditions including our Acceptable Use Policy, which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (in Cumberland Connect's reasonable discretion.) The Services do not support and Cumberland Connect will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and Cumberland Connect might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without Cumberland Connect's written consent. In addition to any applicable limitations pursuant to the AUP (as defined below and found in our AUP), Licensee may not use the Services with (or in connection with) an auto-dialer (or "Robo-dialer"), which Cumberland Connect, LLC will determine, in its reasonable discretion, based upon analysis of Licensee's traffic patterns in the ordinary course of business.

4.3.2. ***Unlawful Uses.*** You shall use the Services and the Equipment only for lawful purposes. We reserve the right to immediately disconnect your Services without notice, if, in our sole and absolute discretion, we determine that you have used the Services or the Equipment for an unlawful purpose. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Services. If we believe that you have used the Services or the Equipment for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Cumberland Connect will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

4.3.3. ***Inappropriate Conduct.*** You shall not use the Services or the Equipment in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately disconnect your Services without notice, if, in our sole and absolute discretion, we determine that you have used the Services or the Equipment in any of

the aforementioned ways. In the event of such disconnection, you will be responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your Services. If we believe that you have used the Services or the Equipment in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Cumberland Connect will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Furthermore, Cumberland Connect reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

4.3.4. ***Tampering.*** Customer shall not change the electronic serial number or Equipment identifier of the Equipment to perform a factory reset of the Equipment without our prior written consent. We reserve the right to disconnect your Services if we believe, in our sole and absolute discretion, that you have tampered with the Equipment. In the event of such disconnection, you will remain responsible for the full charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Services or make any use of the Services that is inconsistent with its intended purpose.

4.3.5. ***Theft of Services.*** Customer shall not use the Services in a manner calculated to avoid Cumberland Connect policies and procedures. Customer shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your Services are being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number, CPNI PIN when applicable, and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Services. Failure to do so in a timely manner may result in the disconnection of your Services and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Services using Equipment stolen from you and any and all stolen, fraudulent or unauthorized use of the Services. Cumberland Connect reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

4.3.6. ***Disconnection.*** We reserve the right to immediately disconnect your Services without notice, if, in our sole and absolute discretion, we determine that you have used the Services or the Equipment in any way that violates our Acceptable Use Policy.

4.4. Cumberland Connect's Use of Equipment. Customer agrees and understands Cumberland Connect may utilize the Equipment provided by Cumberland Connect to the Customer to extend coverage of the fiber optic network for Cumberland Connect's or other Customers' use. Such use will utilize an account and network independent of the Customer's Services and will not impede or restrict Customer's Services.

4.5. General Restrictions on the Services. The Services speeds and quality identified in Cumberland Connect's marketing materials and other communications reflect Services speed and quality capability and are dependent upon the Level of Services selected and available. The high-end of the speed or quality range for Services represents the potential wired maximum speed and quality capability for a Level of Services, but is not a statement or guarantee of the maximum speed or quality Customer will receive. Cumberland Connect may contract with third parties to provide portions of the Services.

4.6. Monitoring the Services. Cumberland Connect has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Cumberland Connect, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Customers. Cumberland Connect may immediately remove Customer material or information from Cumberland Connect servers, in whole or in part, which Cumberland Connect, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

4.7. Customer Restrictions. Customer shall not:

4.7.1. Copy or adapt the Services for any purpose, except as specifically permitted under these Terms and Conditions;

4.7.2. Use the Services except in accordance with all applicable laws and regulations, and except as set forth in any documentation or instructions provided by Cumberland Connect;

4.7.3. Reverse engineer, translate, decompile, or disassemble the Services;

4.7.4. Use the Services in any outsourcing, application Services provider, time-sharing or Services bureau arrangement, including, without limitation, any use to provide Services or process data for the benefit of, or on behalf of, any third party other than the Customer;

4.7.5. Cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services; or

4.7.6. Delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.

5. ACCEPTABLE USE POLICY AND PRIVACY POLICY

5.1. **General.** Use of the Services is subject to the use restrictions and provisions regarding acceptable use of the Cumberland Connect Services contained in this Terms of Service and Cumberland Connect's Privacy Policy, which is incorporated herein by reference, and available at https://cumberlandconnect.org/legal/privacy-policy/. Customer shall not use or to allow others to use the Services for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Cumberland Connect has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online Services. The internet may contain material that is unsuitable for minors, and Customer agrees to supervise and to accept sole responsibility and liability for any use of the Services by minors through Customer's account. Customer shall comply with this Acceptable Use Policy, which Cumberland Connect may modify at any time. Cumberland Connect may take any legal and technical remedies to enforce or prevent the violation of this Acceptable Use Policy.

5.2. **Content.** You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Services or Equipment (each such person, a "User"). You shall assure that you and your User's use of the Services and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Services, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with

our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

5.3. **Usage Review**: Cumberland Connect reserves the right to review usage of all its plans to ensure you are not abusing them. You agree to use Cumberland Connect Services for normal voice or fax calls and will not employ methods or Equipment to take advantage the Services by using the voice or fax Services excessively or for means not intended by Cumberland Connect. Cumberland Connect may terminate Services immediately if it determines, in its sole discretion, you are abusing its plans. We reserve the right to at any time enforce this policy. For subscribers where usage to high cost areas (for example such as calls to Canada) exceeds 5% of total call traffic, or more than 5% of call volume lasts less than 10 seconds, such usage may be deemed excessive in the sole discretion of Cumberland Connect. For such usage, you agree to pay a per minute or per page fee surcharge in excess of established levels at the current Cumberland Connect rate with no additional mark-up. This surcharge applies to all plans, including the unlimited plans. Alternatively, in the sole discretion of Cumberland Connect, your Services may be immediately terminated.

5.4. **Definition of Unlimited**: Cumberland Connect's definition of "unlimited usage" is based on the combined number of inbound and outbound voice minutes and fax pages (excluding all Cumberland Connect advertising and informational messages). Cumberland Connect reserves the right, in its sole discretion, to at any time in the future to modify these Terms and Conditions with proper notice, to establish usage limits that shall be deemed excessive and/or abusive. In the event usage limits are established, customers would be required to pay a per minute or per page surcharge. Alternatively, in the sole discretion of Cumberland Connect, your Services may be immediately terminated.

6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY

THE SERVICES AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUMBERLAND CONNECT AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OF THE SERVICES, THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUMBERLAND CONNECT AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICES AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUMBERLAND CONNECT AND ITS PARENT COMPANY, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "CUMBERLAND CONNECT PARTIES") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICES AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING CUSTOMER DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE CUMBERLAND CONNECT NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; (VI) CUSTOMER'S RELIANCE ON OR USE OF THE SERVICES; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER CUSTOMER'S DATA IS MAINTAINED ON THE CUMBERLAND CONNECT SERVERS OR CUSTOMER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; (IX) USE OF THE SERVICES BY

CUSTOMER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE CUMBERLAND CONNECT WEB SITES)..

THE CUMBERLAND CONNECT PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) CUSTOMER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO CUSTOMER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR OR REMOVAL OF THE EQUIPMENT.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF THE CUMBERLAND CONNECT PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY CUMBERLAND CONNECT PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. CUSTOMER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY CUMBERLAND CONNECT PARTY TO CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVCE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO CUMBERLAND CONNECT PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS. CUSTOMER MAY HAVE OTHER RIGHTS UNDER CERTAIN LAWS IN CERTAIN STATES WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

7. INDEMNIFICATION

Customer agrees to defend, indemnify and hold Cumberland Connect, its parent, affiliates and subsidiaries, their directors, officers, employees and agents ("Cumberland Connect Parties") harmless from and against all claims, demands, suits, actions, judgments, costs, proceedings, expenses, losses, liabilities, or damages (collectively, "Claims") including, but not limited to, direct, indirect and consequential damages, attorney's fees and expenses that a Cumberland Connect Party may sustain or incur by reason of Customer's use or misuse of the Services or the Equipment provided by Cumberland Connect for use of the Services, or such use or misuse by anyone else through Customer's account including, but not limited to, by such use or misuse (i) in violation of applicable laws or regulations or the terms of the Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; (iii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data); or (iv) any claims of the owner of Customer's premises

in connection with the installation of the Services.

8. MICELLANEOUS

8.1. **Waiver and Performance.** Cumberland Connect's failure to require strict performance of any term of the Agreement will not be a waiver of Cumberland Connect's right to require performance of any term or condition of the Agreement. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

8.2. **Electronic Communications and Phone Communications.** Customer consents to receive notices, documents, disclosures and other communications from Cumberland Connect about Customer's account or Services ("Communications") in an electronic format to Customer's contact email address and agrees that the Communications provided to Customer by Cumberland Connect electronically will be deemed a writing. Customer agrees to regularly check his/her email account for Communications. If Customer does not want to receive Communications from Cumberland Connect electronically or if Customer withdraws Customer's consents to receive such Communications electronically, then Customer must stop using the Services. The withdrawal of Customer's consent will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between Cumberland Connect and Customer prior to the time Customer withdraws Customer's consent.

8.2.1. **Phone Calling and Texting.** In addition, Customer hereby agrees that Customer's execution of the Agreement or use of the Services constitutes Customer's express written consent to receive automated and manually dialed calls, text messages and pre-recorded messages at the phone number(s) that Customer provides Cumberland Connect in connection with the Services. Consent to receiving autodialed calls, text messages, and/or pre-recorded messages from Cumberland Connect is not required to purchase products or Services from Cumberland Connect.

8.2.2. **Changing Customer Contact Preferences.** Customer may exercise Customer's option to not receive any marketing communications from and/or automated or manually dialed calls, text messages and pre-recorded messages from Cumberland Connect by going to opt out link, or calling Cumberland Connect (800) 987-2362. Customer may also text STOP in response to any text message from Cumberland Connect to stop receiving text messages from Cumberland Connect.

8.3. **Jurisdiction.** The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Tennessee, without regard to conflict of law provisions to the extent any suit is filed related to these Terms and Conditions or applicable Services Agreement, the federal and state courts located in Tennessee alone have jurisdiction over all disputes arising out of or related to these Terms and Conditions or applicable Services Agreement and the Services. Customer consents to the personal jurisdiction of the District Court sitting in Davidson County or the Circuit Court of Montgomery County, Tennessee with respect to such matters, and waives Customer's rights to removal.

8.4. **Entire of Agreement.** These Terms and Conditions, applicable Services Agreement, along with all tariffs applicable to the Services purchased by the Customer, represent the entire Agreement of the Parties with respect to Customer's use of Services and supersedes all other agreements, written or oral, between the Parties relating to the Services.

8.5. **Nonassignability.** Customer may not assign any rights or delegate any duties under the Agreement without the prior written consent of Cumberland Connect, and any attempted assignment or delegation without such consent will be void.

8.6. **Merger.** This Agreement and any amendment of the terms hereof, may be signed in

counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

8.7. **Enforceability.** If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.

8.8. **No Third Party Beneficiary; Disclaimer of Agency.** This Agreement is for the sole benefit of Cumberland Connect and Customer hereto, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing herein shall constitute either party as a legal representative or agent of the other Party, nor shall Cumberland Connect or Customer have the right or authority to assume, create, incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless expressly permitted by such other Party in writing.

8.9. **Force Majeure.** Cumberland Connect will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, disease, pestilence, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.

8.10. **Letter of Authorization.** The undersigned Customer hereby appoints as its agent for Cumberland Connect to act as its authorized agent for all matters pertaining to the number(s) populated in the appropriate fields. This agency includes disconnections of Services and other requests as deemed necessary by Cumberland Connect to implement the Services ordered from Cumberland Connect, including but not limited to: (1) securing information for activating, porting disconnecting, editing and transferring Services for Customer, (2) securing information for the purposes of resolving technical issues for Customer, (3) securing information for activating, removing, changing and editing Customer's directory listings.

8.11. **Captions; Sections; Terms in the Attachments**. Captions contained herein are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of any provision hereof. Use of the term "Section" shall include the entire subject Section and all its subsections where the context requires. All capitalized words in the Attachments shall have the same meaning as used in the Agreement document, unless otherwise indicated.

9. EMERGENCY SERVICES AND E911 DIALING; VOIP

9.1. **EMERGENCY SERVICES - 911 DIALING**. By activating and paying for the Services, you acknowledge and agree to the limitations of fiber 911 dialing service, and that you understand the distinctions between such service and traditional 911 or E911 calls. 911 service does not work if you fail to register or update the 911 service with your current location. 911 service will not work if there is an electrical or Internet service outage due to any cause. 911 service will not work if your service has been cancelled by you or terminated by Cumberland Connect. You agree to indemnify Cumberland Connect for any failure in the 911 service. You will have access to either basic 911 or Enhanced 911 (E911) Services. With E911 Services, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators nor can we guarantee that a 911 call will be routed to the correct operator. Customers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be

prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

9.1.1. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the Services and/or products we provide under this Agreement of the important differences in and limitations of your phone Services as compared with basic 911 or E911.

9.1.2. Location of Services. This Services is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if Services can be provided at your new permanent address. Services will only be provided at locations where E911 or basic 911 connectivity are available.

9.1.3. Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with our Services, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

9.1.4. In the event of a power failure, Cumberland Connect has network backup power systems in place. However, Customer is responsible for ensuring their phone and/or device has a battery backup in case of a power failure. Failure of network power backup systems or if the phone does not have a battery backup system during a power failure will prevent all Services, including 911 dialing from functioning.

9.1.5. Services outages, suspensions or disconnections of your broadband Services will prevent all Services, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

9.1.6. Services outages due to disconnection of your account will prevent all Services, including 911 Dialing, from functioning.

9.1.7. Other third-party transport providers may intentionally or inadvertently block the ports over which the Services is provided or otherwise impede the usage of the Services. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Services is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Services, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the Services, and any loss of Services, including 911 Dialing, which may result. In the event you lose Services as a result of blocking of ports or any other impediment to your usage of the Services, you will continue to be responsible for payment of the Services charges unless and until you disconnect the Services in accordance with this Agreement.

9.1.8. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Services as compared to traditional 911 dialing over traditional public telephone networks. Cumberland Connect does not have any control over whether, or the manner in which, calls using 911 dialing Services are answered or addressed by any local or national emergency response center. Our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. Cumberland Connect and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect

or yields an erroneous result. NEITHER CUMBERLAND CONNECT, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICES. Subscriber shall defend, indemnify, and hold harmless Cumberland Connect and our suppliers, our officers, directors, employees, affiliates and agents and any other Services provider who furnishes Services to Subscriber in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Services, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Services to be able to use 911 Dialing or access emergency Services personnel.

9.1.9. If you are not comfortable with the limitations of the 911 dialing Services, you should consider having an alternate means of accessing traditional 911 or E911 Services or disconnecting the Services.

9.2. **GENERAL VOIP CONDITIONS.** The Services may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Services.

10. CORPORATE GOVERNANCE, POLICIES, PROCEDURES, AND BULLETINS

10.1. **BUSINESS PRACTICES NOT DETAILED IN TERMS AND CONDITIONS**. The consumer agrees to comply with, and be bound by the rules, regulations, policies, procedures, and bulletins as may be adopted by Cumberland Connect. Copies of those documents, as changed from time to time, may be seen during business hours at the office in Clarksville, TN.

11. ADDITIONAL PROGRAMS AND OFFERINGS

11.1. Program Specific Stipulations. Cumberland Connect strives to offer programs and features that meet the needs of our customers. Details surrounding a specific program or additional feature are often unique in nature and may originate from Cumberland Connect or a third-party supplier of services. By using, requesting, receiving or paying for additional programs or offerings presented in this section, you hereby agree to accept the program specific conditions detailed herein, as well as the general Terms and Conditions presented above.

11.2. **Peace of Mind Package.** The Peace of Mind Package is a set of features contained within the CCFiber SmartIQ app that provides the Customer with the ability to control their network with enhanced content restrictions, network usage data, and enhanced protection for devices connected to the network. In order to qualify for enrollment in the Peace of Mind Package, Customer's account must be in good standing and Customer must have a compatible Cumberland Connect router. Customer agrees to pay the monthly fee as posted on Cumberland Connect's website. Customer will receive up to six (6) free service visits per calendar year as determined by Cumberland Connect. If additional service visits are necessary customer may be invoiced for each service visit beyond the six (6) included visits.

In addition to the Disclaimer of Warranties and Limitation of Liability provisions contained in Section 6 above, Customer further acknowledges that Cumberland Connect utilizes third party

resources to make determinations on how content is classified for security and parental control purposes and Cumberland Connect and its suppliers do not warrant that the service will be error free, prevent all viruses, or other harmful components or inappropriate content.

11.3. **Referral Program.** The Referral Program offers the opportunity for Customers to earn subscription credit by referring friends or family to sign up for an account with Cumberland Connect. As Customers of Cumberland Connect you are automatically enrolled in the Referral Program and can earn credits to reduce your monthly bill. We reserve the right to terminate the Referral Program at any time for any reason. There is no cost associated with enrolling in or participating in the Referral Program

Users who refer others to the program are "Referrers"; those who are referred are "Referred Customers." Referrers may be eligible to receive a one-time "Credit" for every qualified referral. Referrers must be legally able to participate and must be 1) at least the age of majority where they reside, 2) have an existing, valid Cumberland Connect Residential or Business account, and 3) are otherwise in good standing.

Employees of Cumberland Electric Membership Corporation (CEMC) and Cumberland Connect, including immediate family and household members, are not eligible to participate in the Referral Program.

Each Customer of Cumberland Connect receives a referral code. In order to receive a referral credit the Referred Customer must input the Referrer's referral code when placing an order to create a new account. After the completion of the Referred Customer's installation, Referrers will receive the referral credit on their next monthly bill. Referrers will receive a one-time credit of $10.00 applied to their Cumberland Connect monthly bill for each person that uses their referral code and creates a new Cumberland Connect account. Referral Credits are unlimited; therefore, a Referrer may have multiple credits applied to their account. Referred Customers will receive a one-time credit of $10.00 applied to their first Cumberland Connect monthly bill for using a referral code upon creating a new Cumberland Connect account. All credits will be indicated as a line-item credit on the Customers' monthly bill.

Referral Credits are subject to verification. Cumberland Connect may withhold a credit if it reasonably believes additional verification is required. Cumberland Connect may also withhold or invalidate any potential referral credit it deems fraudulent or in violation of these Terms and Conditions. Cumberland Connect may withhold if Cumberland Connect in its sole discretion believes awarding a credit or verifying and approving a transaction will impose liability on Cumberland Connect, its affiliates or any of their respective officers, directors, employees, representatives and agents.

Referral Credits are not transferable and cannot be applied to unreturned equipment fees. If a customer closes or has their Cumberland Connect account terminated, any remaining credits will not be reimbursed back to the subscriber. Referral Credits shall only be applied to reduce monthly subscription costs..

11.4. **Lifeline Program**. The Lifeline Program is a federal program that helps qualified households pay for phone, internet, or bundled services. You will be subject to Cumberland Connect's undiscounted rates if: the Lifeline Program ends, you transfer your benefit to another provider but continue to receive service from Cumberland Connect, or if you de-enroll

from Lifeline**.** The Lifeline Program permits one lifeline discount per household, not per person, and a household may only receive one Lifeline discount from one service provider**.**

This institution is an equal opportunity provider and employer.

New: 6/2020
Revised: 11/20;5/21;10/21;9/22;11/22;1/23;6/23;10/26