

MaxxSouth Broadband Internet Terms and Conditions

This Agreement is between you as our Subscriber and BCI Mississippi Broadband, LLC d/b/a MaxxSouth Broadband, (“MaxxSouth” or “we”). This Agreement states the terms and conditions under which we agree to provide you with Internet Service (“Service”), and you agree to use the Service in compliance with these terms and conditions of receiving the Service, as well as any other terms and conditions which are incorporated herein by reference or to which you have otherwise agreed govern the Service.

THIS AGREEMENT IS A CONTRACT. PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF SERVICE THEN YOU MAY NOT USE THE SERVICE AND MUST CONTACT US IMMEDIATELY TO TERMINATE THE SERVICE.

1. Length of Agreement; Acceptance of Agreement; Agreement Terms Generally Included

The length of this Agreement will be month-to-month, unless a specific, longer length of time has been agreed to (the "Term"). The Term begins when you accept this Agreement and ends when you or MaxxSouth terminate this Agreement pursuant to the applicable terms and conditions of service.

Your acceptance of this Agreement occurs upon the earlier of: (a) the date of your written or electronic acceptance of this Agreement, (b) the date you first use the Service, or (c) the date you sign a Work Order for the Service. If you change Service plans, the Term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus: (a) the specific elements of your High Speed Internet Residential Product (including the product’s pricing as described in the information made available to you when placing and confirming your order); (b) MaxxSouth’s Internet Service Acceptable Use Policy; (c) MaxxSouth’s Websites and Subscriber Privacy Policy; (d) MaxxSouth Broadband Internet Access Service Disclosures; (e) MaxxSouth’s Residential Product Definition; (f) MaxxSouth Internet Service Suggested Minimum Equipment Specifications; (g) any other MaxxSouth policy referred to in this Agreement, and (h) any other terms and conditions to which you and MaxxSouth have mutually agreed; all of which are incorporated herein by reference and made a part of this Agreement. A current version of this Agreement and related policies and disclosures are posted online [here](#).

You can also receive a paper copy of this Agreement and any of MaxxSouth’s policies and disclosures by sending a written request to MaxxSouth Broadband, 105 Allison Cove, Oxford, Mississippi 38655, Attention: Customer Support.

2. Definitions

- a. "MaxxSouth Website(s)" mean various web pages, tools, information, software, content, and features operated by MaxxSouth, including without limitation the sites located at MaxxSouth.com.
- b. "Bundled Service(s)" means a combination or "bundle" of Service with one or more other eligible MaxxSouth services, including but not limited to MaxxSouth Cable TV and MaxxSouth Home Phone service.
- c. "Content" means content provided by MaxxSouth or its third party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format.
- d. "Dispute(s)" means any dispute, claim, or controversy between you and MaxxSouth regarding any aspect of your relationship with MaxxSouth, including those based on events that occurred prior to the date of this Agreement or after its expiration or termination.
- e. "Equipment" means the modem, router and/or other equipment provided by MaxxSouth for use with the Service, which may be provided upon customer request and/or as needed to provide a Service connection and which may be subject to a specific charge from MaxxSouth.
- f. "Primary Email Address" means the email address that you provide to MaxxSouth when Service is installed or any subsequent email address you provide to MaxxSouth and request be designated as the email address at which MaxxSouth contacts you or sends you notice.
- g. "Service" means all MaxxSouth Internet, dial-up, broadband, wireless and WiFi services, together with the all software, Equipment, content, technical support, email, domain name server ("DNS") and related services, MaxxSouth Websites and other products and services provided by MaxxSouth under the pricing plan applicable to your Service. The Service does not include MaxxSouth Cable TV or MaxxSouth Telephone service.

3. Revisions to This Agreement

From time to time MaxxSouth will make revisions to this Agreement and to the terms, conditions, and policies governing your Service, including without limitation revisions to the provisions that govern the way that you and MaxxSouth resolve disputes. Notice of those revisions shall be deemed to have been given when provided pursuant to the terms of this Agreement, including without limitation when: (a) transmitted to your Primary Email Address; or (b) mailed via the US mail or hand-delivered to your address on file with us (including through a bill message or bill insert); or (c) seven (7) days after they are posted on the Website (subject to notification of this posting via a service or other message system to Customers), or (d) thirty (30) days after publication in the newspaper with the largest daily circulation in the relevant service area; or (e) in any other manner which is reasonably calculated to provide the necessary information. As a Subscriber to the Service, you agree to visit the Website periodically and to check your email box to review any revisions to this Agreement.

You also agree to notify MaxxSouth immediately of any changes in your mailing address or Primary Email Address. We will give you notice pursuant to these terms and conditions prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Section 8), and you agree that such notice may be

provided in any manner specified in this Agreement or in any manner which may provide reasonable notice to you.

Revisions to any other terms and conditions shall be effective on the date noted in the posting, email, or regular mail provided. If any such change is unacceptable to you, you may terminate your Service subject to Section 9 below and any other applicable terms and conditions of Service. If you do not terminate the Service, you thereby accept the revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

4. Authorized User, Account Use, and Responsibilities

- a. You acknowledge that you are eighteen (18) years of age or older, that you have the legal authority to enter into this Agreement, and that you are legally empowered to authorize MaxxSouth to enter upon the property where the personal computer is located for the purpose of: (1) placing MaxxSouth cable modem transmission lines in the utility easement on the property, including, if necessary, an aboveground pedestal in the easement; (2) attaching wiring and equipment to the structure; and (3) installing a cable modem, wireless router, and software in the designated personal computer.
- b. You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account, whether or not specifically authorized by you. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).
- c. The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. Absent express written authorization from MaxxSouth, you may not resell, re-provision, or rent the Service (either for a fee or without charge), or allow third-parties to use the Service via wired, wireless or other means. For example, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot); use it to generate or distribute automatic mailings, mass-mailings, or "SPAM"; or engage in similar activities that constitute such use (whether commercial or non-commercial). You may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single MaxxSouth-issued IP address. You also may not use the Service to host any type of server, and exceeding the data allowances provided for in your Service plan may lead to additional charges or suspension of service. Violation of this section may result in additional fees, or the suspension or termination of your Service. Depending on your Service tier, your Service may log-off automatically and without notice if your account is idle for fifteen minutes. An account session may be deemed to be idle if there appears to be no interactive, human-generated data received from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session.

5. Privacy Policy; Legal Compliance

Personal information you provide to MaxxSouth is governed by our Privacy Policy, which is available online [here](#), and subject to change from time to time. MaxxSouth reserves the right to disclose account and user information, including email and personally identifying information, consistent with the terms and conditions of Service and applicable law, and to fully cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include without limitation the monitoring of the MaxxSouth network consistent with applicable law. In addition, MaxxSouth is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of certain laws, including without limitation the child pornography laws; and MaxxSouth reserves the right to report any such information to law enforcement and other government officials, including the identity of users, account information, images and other facts.

6. Availability of and Changes to Service

- a. MaxxSouth provisions your modem and engineers its network so that its Subscribers can enjoy the speeds to which they subscribe. However, even where the network is optimally engineered, conditions outside MaxxSouth's control may affect service speed. MaxxSouth advertises its speeds based on the tier of service to which a Subscriber subscribes, and the maximum engineered speed at any service tier meets or exceeds the speed advertised at the point of demarcation (i.e., the point exterior to the residence at which the network equipment is continuously owned, maintained, and controlled by MaxxSouth). Accordingly, the speeds advertised for the Service reasonably describe the network upload and download speeds to that point and that you are therefore likely to experience under real-world conditions. Please note that your signal at modem may be degraded by a number of factors after the demarcation point, notably internal wiring and the inside configuration of customer equipment. If you believe that your service is not meeting the advertised speed to the demarcation point, please contact MaxxSouth so it can determine if there is a MaxxSouth network issue that is interfering with your level of service.
- b. The bandwidth available to each device connected to the network will vary depending upon the number, type, and configuration of devices using the Service, and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on the condition of the relevant network infrastructure, your computer configuration, overall load on your internal network system, your use of MaxxSouth video on demand service, the condition of your cable lines and the wiring inside your location, and other factors that may be outside MaxxSouth's control. MaxxSouth reserves the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control as necessary to maintain and improve appropriate customer service.
- c. MaxxSouth reserves the right to change any of the features, content or applications of the Service, including the maximum speeds of the Service, from time to time.
- d. If the equipment we provide you includes the ability to transmit internet signals wirelessly, also known as Wi-Fi, MaxxSouth will use reasonable efforts to provide useful and reliable Wi-Fi service to you, but you acknowledge that Wi-Fi utilizes public,

unlicensed radio-frequency spectrum and, as a consequence, Wi-Fi is subject to many external interferences, environmental influences, and other factors and variables beyond MaxxSouth's control. Performance and availability of Wi-Fi will vary depending on a number of factors, including but not limited to: (a) transmission and download speed and accuracy; (b) overall network usage patterns; (c) performance, configuration, and functionality of your Wi-Fi devices and wireless cards (including, but not limited to, memory, storage, and other limitations); (d) physical obstructions and distances between your Wi-Fi device and the MaxxSouth network; (e) availability of electric power; (f) collocation failures; (g) transmission and equipment limitations, failures, maintenance or repair; and (h) user error. Wi-Fi may also be interrupted, refused, limited or curtailed for any of these reasons. MaxxSouth is not responsible for data lost or misdirected due to these and other foreseeable or unforeseeable factors. Network speed is an estimate and is no indication of the speed at which your Wi-Fi device or MaxxSouth Wi-Fi will operate. Actual network speed and other performance will vary.

- e. If you have service problems, MaxxSouth will attempt to correct service problems caused by our Equipment or Software; however, we are not required to install, service or replace other equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact MaxxSouth customer service in person, by phone, or online.
- f. MaxxSouth has no liability for service interruptions; however, if you lose all Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control, MaxxSouth will provide you a credit for that period if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue.
- g. MaxxSouth has no obligation to compensate you for service problems that are beyond our reasonable control. Without limitation, examples of problems that are per se beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses, or labor disputes.
- h. Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case in your area, we will follow the local law.
- i. Our Services may not work with equipment, software or services that we did not provide to you, and MaxxSouth has no liability for this.

7. Software Licenses and Third Party Services

- a. For a fee or at no charge, MaxxSouth may offer or otherwise provide you software which is owned by MaxxSouth or its third party licensors, providers and suppliers ("Software") for use in connection with the Service. You acknowledge that MaxxSouth may not provide support for this Software. It is your responsibility to obtain support, updates, and upgrades directly from the Software vendor, and you acknowledge and agree that charges may apply. You agree that MaxxSouth will have no liability to you or to anyone else for any claims relating to your use of the Software. You may use the Software only in connection with the Service and for no other purpose.
- b. Certain Software may be accompanied by an end user license agreement ("EULA") from MaxxSouth or a third party. Your use of the Software is governed by the terms of that

EULA and by this Agreement, where applicable. You acknowledge and agree that you will not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

- c. For Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by MaxxSouth or its applicable third party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of MaxxSouth or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by MaxxSouth or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that MaxxSouth or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- d. Your license to use the Software or any Additional Services will remain in effect until terminated by MaxxSouth or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer or other device
- e. If you subscribe to or otherwise use any third party services offered by MaxxSouth, your use of such services is subject to the EULA of that third party provider. Violation of those terms may, in our discretion, result in the termination of your Service.
- f. All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Websites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by MaxxSouth, its affiliates or licensors. All title and intellectual property rights in and to the information and content which may be accessed through use of the Websites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant you any rights to the Websites, other than the right to use the Websites according to the terms of the Agreement.

8. Pricing, Billing, Changes to Service Plans and Payment

- a. You agree to pay the fees applicable to your Service or Bundled Service on a monthly basis, and to pay: (1) applicable taxes, (2) surcharges, (3) recovery fees, (4) other government fees or charges, (5) activation fees, (6) installation fees, (7) set-up fees, (8) equipment charges, and, (9) late payment fees, (10) all other recurring and nonrecurring

charges associated with the Service plan you have selected, and (11) any other fees or charges applicable under the terms and conditions of your service. The taxes, surcharges, fees and other charges may vary on a monthly basis. Surcharges and fees are not taxes and are not required by law, but are set by MaxxSouth and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit, insufficient funds, or late payment.

- b. An installation fee and first month's Service charges are due at the time of installation. Charges are billed monthly. Charges for the base tier of Service are billed in advance; additional charges for data transfers in excess of the data volume limit associated with your tier of Service are billed in arrears. Charges must be paid in full each month, and are subject to change on reasonable notice.
- c. Failure to pay charges when due may result in suspension or termination of your Service. In addition, MaxxSouth may charge you a late fee on the unpaid balances. Before suspension or termination of your Service for late payment, MaxxSouth may provide notices through your browser (which may interrupt your browsing session) or through other means, alerting you or any user that the Service may be suspended for nonpayment, and informing you to contact MaxxSouth customer service or make a payment online. Such notices may be viewable by anyone connected to the network through your account. If your Service is terminated, a re-connection charge will apply. If MaxxSouth uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including reasonable attorneys' fees. If you fail to pay on time and MaxxSouth refers your account(s) to a third party for collection, MaxxSouth will charge a collection fee at the maximum amount permitted by law, but not to exceed 19 percent.
- d. You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be MaxxSouth or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to MaxxSouth or third parties, including all applicable taxes, and you are responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions.
- e. You may only take advantage of one special pricing promotion during any consecutive twelve (12) month period. Eligibility for promotional offers may be contingent upon payment of all outstanding MaxxSouth charges. We may restrict and limit special pricing promotions on a per household basis no matter which household member seeks to be the named Subscriber.
- f. We may evaluate your credit history before providing you with or modifying your Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.
- g. You agree promptly to notify MaxxSouth of any changes to your relevant personal or billing information.

9. Termination or Suspension of Service

- a. Unless you have subscribed to a plan which obligates you and MaxxSouth for more than a one month period, you or MaxxSouth may terminate this Agreement at any time by giving written or e-mailed notice of termination to the other party. Termination will be effective upon your appropriate notice to MaxxSouth or MaxxSouth's appropriate notice to you.
- b. If you are subscribed to a plan which does obligate you for more than a one month period, MaxxSouth may terminate this Agreement upon giving you written notice of termination, including by email notice. You may terminate this Agreement upon written notice to MaxxSouth, including by e-mail notice, and you will be required to pay an early termination fee. Applicable fees and other charges for early termination, if any, are determined by the specific terms and conditions for your service plan and are available from Customer Support at 800-457-5351. Upon reasonable notice, MaxxSouth reserves the right to change, limit, terminate, modify, or temporarily or permanently cease providing the Service or any part of it, if we elect to change the Service or a part thereof. If you violate the terms of this Agreement, MaxxSouth reserves the right to immediately and without notice change, limit, terminate, modify, or cease providing the Service.
- c. Upon termination of this Agreement by either you or MaxxSouth for any reason, you are not entitled to refund of any installation, activation, and set-up fees paid at the initiation of your Service or at any other point in Service.
- d. Upon termination of this Agreement for any reason, you must either (1) return the MaxxSouth cable modem to a MaxxSouth customer service location within five (5) business days, or (2) notify MaxxSouth and permit MaxxSouth to pick up the cable modem. MaxxSouth's failure to pick up the cable modem after termination is not abandonment of the equipment and you remain obligated to return the cable modem to MaxxSouth. If you fail to return the cable modem for any reason (including theft or destruction), you must pay MaxxSouth liquidated damages of One Hundred Sixty Dollars (\$160.00) for each cable modem not returned. You agree that the amount of liquidated damages is reasonable and established because it would be difficult to determine the actual damages MaxxSouth sustained from the failure to return its equipment and the costs associated with replacing the equipment.

10. Installation

- a. You must be present during installation of the Service at your residence. If software is installed, system files may be modified. MaxxSouth strongly recommends that you back-up all files prior to installation.
- b. If a network interface card must be installed, you must have the network interface card installed prior to MaxxSouth's installation of the Service. You consent to the opening of the computer for installation, maintenance, repair, or removal of the network interface card as a condition of having asked MaxxSouth to commence the work and install the network interface card, and you acknowledge, accept, and agree that opening the personal computer may void existing warranties of the computer manufacturer or other parties.
- c. You must provide MaxxSouth and its authorized representatives with reasonable access to the premises to install, inspect, repair, maintain, or remove MaxxSouth's equipment.
- d. MaxxSouth is not responsible in any way for any damage to Subscriber property, personal computer, or peripherals, or to any software, files, or data, or the voiding of

warranties, that may result from the installation, use, maintenance, or removal of the Service, except for instances of gross negligence on the part of MaxxSouth. In no event will MaxxSouth's liability exceed the amount specified in paragraph 14, Warranties and Limitations of Liability.

11. Management of Your Data, Computer, and other Devices

- a. You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT MAXXSOUTH IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S) AND REGARDLESS OF WHETHER YOU HAVE ADVISED MAXXSOUTH ABOUT THE DATA OR ITS IMPORTANCE TO YOU. YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON MAXXSOUTH'S OR ANY THIRD PARTY'S SERVERS.
- b. We reserve the right to: (1) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple MaxxSouth servers for back-up and maintenance purposes; and (2) block or remove any unlawful content you store on or transmit to or from any MaxxSouth server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.
- c. You agree that you are solely responsible for maintaining the security of your computer(s), device(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. If you believe your login credentials have been lost or stolen, or that someone has gained access to your account or login credentials without your permission, call us immediately. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.
- d. MaxxSouth automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of Software we provide. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to MaxxSouth's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and Equipment settings, as they relate to the Service, Software, or other services, which we may offer from time to time. Any personally identifiable information collected for the purpose of network or computer performance monitoring or for providing customized technical support is not shared outside of MaxxSouth or its authorized vendors, contractors and agents. MaxxSouth reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Subscriber information, where required by law, and/or for other good cause to provide, upgrade and maintain the Service, protect the network, other users of the Internet, or our Subscribers. Should MaxxSouth change such password(s), we will use

reasonable means to notify you, which may include email to a Primary Email Address on file and/or through notice on the Website.

- e. Upon termination of this Agreement, you authorize MaxxSouth to delete all files, programs, data, e-mail messages, and other materials associated with the account.

12. Use of the Service, Limitations on Use of the Service

- a. You acknowledge that the Service provides access to the Internet with regard to content and that some content on the Internet may be offensive or inappropriate for certain people, including information which may be sexually explicit, obscene, violent, or offensive to you or others using your account, or which otherwise may be unsuitable for children. You assume all responsibility for use of the Service by you or by other persons using your personal computer, mobile device, or account, including persons under 18 years of age. You agree to provide appropriate adult supervision for persons using the Service who are under 18 years of age. MaxxSouth is not responsible for (1) access by you or any other users to objectionable or offensive content or (2) the effectiveness or failure of any blocking and filtering software that is designed to restrict access to objectionable or inappropriate material or to protect against disclosure of personal or other information. You agree that the Service may not be used by any person to violate any law.
- b. You acknowledge and agree that MaxxSouth: (1) is not responsible for invalid destinations, transmission errors, or the corruption of your data; (2) does not guarantee your ability to access all websites, servers or other facilities; and (3) does not guarantee that the Service is secure or will meet your needs.
- c. The Service may incorporate software that responds to incorrect or non-existent domain names entered into a browser address bar. The software will direct you to a page selected by MaxxSouth, which may offer similar search results and additional destination options generated by the software, and advertising or other information selected by MaxxSouth. You may opt out of this service feature by clicking the "Opt Out of this Service" link at the bottom of the resulting web page.
- d. Consistent with the tier of service purchased, MaxxSouth sets a data allowance a customer can transfer (aggregate for both sending and receiving) in a billing month for the specific service price (the "Data Transfer Allowance" or Internet Consumption Plan"). The allowance varies by service tier with the limit generally increasing as the nominal download speed of the tier increases, and when a customer exceeds that allowance he or she is subject to additional charges. All Service usage is aggregated across the MaxxSouth Broadband Internet products on an individual account and installed in the same service address. MaxxSouth's monthly Data Transfer Allowance for any level of Service is subject to change at MaxxSouth's discretion. Usage by you or by other persons using your personal computer, mobile device, or account, including persons under 18 years of age, will count against this Data Transfer Allowance.¹ The charge for data transfers that exceed the Data Transfer Allowance for each Service tier will be billed at a flat rate (i.e., not pro-rated) and unless specifically agreed to in writing by MaxxSouth no partial allotments will be made. Unless otherwise agreed to by the parties, at the end of the billing month, the subscriber's data allowance will return to that specified for their service tier.

- e. MaxxSouth's current network management techniques are detailed in MaxxSouth's Broadband Internet Access Service Disclosure document, links to which are found [here](#). MaxxSouth routinely monitors its network and traffic patterns and makes changes as it deems necessary to manage and improve overall network performance. MaxxSouth uses reasonable, nondiscriminatory, network management techniques to improve overall network performance to ensure a high-quality online experience for all users. We use various tools and techniques to manage our network, deliver our service, and ensure compliance with our Acceptable Use Policy. Our network management activities may include without limitation identifying "SPAM" and preventing delivery to customer email accounts, detecting malicious traffic and preventing distribution of viruses and other harmful code or content, and using tools and techniques in order to meet our goal of delivering the best possible Internet experience for our customers. MaxxSouth's network management practices do not target any specific content, application, service or device. As network management issues arise and as technology develops, MaxxSouth reserves the right to employ additional techniques or new network management practices as necessary or desirable. By subscribing to the Service, you agree that your use of the Service is subject to MaxxSouth's network management practices.
- f. You agree that MaxxSouth assumes no responsibility for the accuracy, integrity, quality, completeness, usefulness, or value of any Content, advice or opinions contained on any website or in any emails, message boards, chat rooms or community services, the Website or in any other public services or social networks, and that MaxxSouth does not endorse any advice or opinion contained therein, whether or not MaxxSouth provides such service(s). MaxxSouth does not monitor or control such services, although we reserve the right to do so.
- g. You represent that when you transmit, upload, download, post or submit any content, images or data using the Service, you have the legal right to do so and that your use of such content, images or data does not violate the copyright or trademark laws or any other third party rights.
- h. Websites linked to or from the Service are not reviewed, controlled, or examined by MaxxSouth, and you acknowledge and agree that MaxxSouth is not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by MaxxSouth.
- i. If you choose to access the Websites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you reside. MaxxSouth makes no representation that materials on the Website are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

13. Ownership and Use of MaxxSouth Equipment

- a. Internet technology changes rapidly; for the most up-to-date information regarding necessary equipment, please contact MaxxSouth Customer Support. However, please note at a minimum that in order to use MaxxSouth Equipment and the Service, the

computer (including without limitation personal computers, desktops, laptops, tablets, IPODs, iPhones, smartphones or other similar device) in which the Service is installed must be capable of utilizing an internet browser. Many factors come into play with the display and quality of internet browser pages such as computer age, memory capacity and number and size of CPUs (central processing units), which are out of MaxxSouth's control. However, for the best customer experience, the latest versions of the following popular browsers may be useful:

- i. Microsoft Internet Explorer
 - ii. Apple Safari
 - iii. Google Chrome
 - iv. Mozilla Firefox
 - v. Microsoft Edge
- b. To use the Service, your computer should support both IPV4 and IPV6 Internet Protocol Addressing.
 - c. If you request MaxxSouth to move any Equipment from its original installed location, a service charge may be assessed based upon MaxxSouth's published rates for such services.
 - d. You must not attach any device that permits access to Services or service levels in violation of this Agreement or the Service plan you choose, or which is unlawful to use pursuant to local, state, or federal laws.
 - e. You may not attempt to modify the Equipment or Service in any manner (for example, altering the speeds at which your cable modem operates), or attempt to circumvent controls on any aspect of the Service (for example, exceeding the limit on the allowed traffic to and from newsgroup services provided by MaxxSouth, or sending an excessively high volume of e-mail messages). Such activity may cause degradation in the service for other MaxxSouth customers or harm to MaxxSouth's network infrastructure, and may constitute a crime.
 - f. The following are and remain the property of MaxxSouth unless abandoned according to law: (1) with the exception of the network interface card, all Equipment installed by MaxxSouth and (2) the cable and other non-electrical equipment installed on the premises between the pole, pedestal, and ground block. The cable and other non-electrical equipment installed between the ground block and the personal computer becomes a fixture on the property and will remain in place upon termination of the Service unless the Subscriber requests removal. If the Subscriber requests removal, a reasonable removal charge may apply.
 - g. MaxxSouth reserves the right to seek and obtain reimbursement from you for any damage or injury to the Equipment, the MaxxSouth System, or to MaxxSouth's business, whether temporary or permanent, which is caused by you or by persons using your Service. Violations of the law will be referred to the appropriate authorities.

14. Warranties and Limitations of Liability

- a. **YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY**

MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY MAXXSOUTH (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), MAXXSOUTH (AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "MAXXSOUTH PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. IN ADDITION, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY THE MAXXSOUTH PARTIES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

- b. YOU ASSUME ALL RISK, RESPONSIBILITY, AND LIABILITY FOR USE OF THE SERVICE TO CONNECT TO, AND ACCESS CONTENT ON, THE INTERNET. SUCH CONTENT MAY INCLUDE INFORMATION OR PROGRAMS OF AN UNLAWFUL, INFRINGING, ABUSIVE, PROFANE, OR SEXUALLY OFFENSIVE NATURE. THE MAXXSOUTH PARTIES HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH CONTENT OR FROM USE OR RELIANCE UPON INFORMATION, SERVICES, OR MERCHANDISE ACCESSED ON THE INTERNET THROUGH THE SERVICE.
- c. THE MAXXSOUTH PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE INSTALLED ON THE PERSONAL COMPUTER OR THAT YOU MAY DOWNLOAD FROM THE INTERNET, ON-LINE SERVICE PROVIDER, OR OTHER INFORMATION PROVIDER DOES NOT CONTAIN ANY VIRUS OR OTHER DAMAGING OR DESTRUCTIVE ATTRIBUTE. THE MAXXSOUTH PARTIES HAVE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR SUCH ACTS OR OCCURRENCES.
- d. THE MAXXSOUTH PARTIES DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY MAXXSOUTH WILL ALWAYS BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. THE MAXXSOUTH PARTIES SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.
- e. IF THE EQUIPMENT PROVIDED HAS THE ABILITY TO TRANSMIT INTERNET SIGNALS WIRELESSLY, IT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, OR FITNESS FOR A

PARTICULAR PURPOSE), OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, UNDER THE LAWS APPLICABLE TO THESE TERMS OF SERVICE. WE MAKE NO WARRANTIES THAT WIRELESS INTERNET SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE, OR THAT THE WIFI SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. WIRELESS INTERNET SERVICE SHOULD NOT BE RELIED ON FOR CRITICAL USES. THE WIRELESS INTERNET SERVICE USES RADIO TRANSMISSIONS, SO YOU MAY NOT BE ABLE TO USE THE WIRELESS INTERNET SERVICE BASED ON A VARIETY OF CRITERIA BEYOND MAXXSOUTH'S CONTROL. THERE ARE MANY FACTORS THAT MAY IMPACT AVAILABILITY AND QUALITY OF THE WIRELESS INTERNET SERVICE, INCLUDING NETWORK CAPACITY, TERRAIN, TREES, PLACEMENT OF BUILDINGS, THE CHARACTERISTICS OF YOUR RESIDENCE, AND THE CHARACTERISTICS OF YOUR WIRELESS DEVICE AND ANY DEVICE TO WHICH IT IS ATTACHED. DATA DELAYS AND OMISSIONS MAY OCCUR.

- f. EXCEPT FOR THE SERVICE INTERRUPTION CREDIT DESCRIBED IN SECTION 6, ABOVE, AND THE INSTALLATION DAMAGES PROVISIONS DESCRIBED IN SECTION 10, ABOVE, MAXXSOUTH WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR ARISING FROM YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM OR THE THEORY OF LIABILITY. THIS WAIVER INCLUDES WITHOUT LIMITATION CLAIMS BASED IN CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR STATUTE. IN NO EVENT SHALL THE MAXXSOUTH PARTIES BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ATTORNEYS' FEES, OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DAMAGE TO EQUIPMENT OR SURROUNDINGS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, BUSINESS INTERRUPTION, LOST PROFITS, OR LOSS OF REVENUE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE OR PARTIAL USE OF, OR INABILITY TO USE, THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR STATUTE, EVEN IF MAXXSOUTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

15. Indemnification

You agree to defend, indemnify, and hold harmless MaxxSouth from and against all liabilities, costs, and expenses, including reasonable attorneys' fees and experts' fees, related to or arising

from your use of the Service (or the use of your Service by anyone else): (a) in violation of applicable laws, regulations or this Agreement; (b) for the placement or transmission of any message, information, software or other materials through the Service; (c) 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 (including data) property; and (d) claims for infringement of patents, copyrights, or other intellectual property rights, or breach of contract or any other claim arising from the use of the Service.

16. General Provisions

- a. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.
- b. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. MaxxSouth may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.
- c. This Agreement is governed by and construed in accordance with the laws of the State of Mississippi.
- d. MaxxSouth's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- e. This Agreement, including all Policies referred to herein and posted on the Website, constitutes the entire agreement between you and MaxxSouth with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at MaxxSouth.

17. Notices

- a. Notice by MaxxSouth to you (including notice of revisions to this Agreement) shall be deemed given when provided pursuant to the terms of this Agreement, including without limitation when: (a) transmitted to your Primary Email Address; (b) mailed via the US mail or hand-delivered to your address on file with us (including through a bill message or bill insert); (c) seven (7) days after they are posted on the Website, subject to customer notification of this posting via a service or messaging system, (d) thirty (30) days after publication in the newspaper with the largest daily circulation in the relevant service area, or (e) when provided in any manner reasonably calculated to provide you with adequate notice. As a Subscriber to the Service, you agree to visit the Website periodically and to check your email box to review any revisions to this Agreement.
- b. Notice by you to MaxxSouth will be deemed given when: (a) transmitted from your Primary Email Address to an email address designated by MaxxSouth for receipt of such notices or (b) when delivered via the US mail or hand-delivered to MaxxSouth at

MaxxSouth 105 Allison Cove, Oxford, MS 38655, Attention: Customer Service . If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

- c. MaxxSouth has the right but not the obligation to utilize an automatic messaging system (e.g., Perftech messages) to notify you of account information, including without limitation billing information and your consumption of your data allowance, which messaging system may interrupt or otherwise disrupt browsing and other access to the Internet.

18. Dispute Resolution; Arbitration; Class Action Waiver

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT ITS JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE DATE YOUR SERVICE BEGINS, IF YOU FOLLOW THE PROCEDURES SET FORTH BELOW. IF YOU SO OPT OUT, THE SOLE VENUE FOR ANY ACTION UNDER THIS AGREEMENT OR ANY CLAIM ARISING, DIRECTLY OR INDIRECTLY, OUT OF THIS AGREEMENT OR THE SERVICES AT ISSUE IS IN THE STATE OR FEDERAL COURTS LOCATED IN LAFAYETTE COUNTY, MISSISSIPPI, AND THE PARTIES EXPRESSLY AGREE TO THE EXERCISE OF PERSONAL JURISDICTION IN THOSE COURTS. OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH MAXXSOUTH THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

- a. You and MaxxSouth agree to arbitrate rather than litigate in court any and all claims or disputes between us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of MaxxSouth) that arise out of or in any way relate to: (1) this Agreement; (2) Services that MaxxSouth provides to you in connection with this Agreement; (3) Equipment or Software that MaxxSouth makes available to you; (4) bills that MaxxSouth sends to you or amounts that MaxxSouth charges you for services or goods provided under this Agreement; and (5) any services or goods that MaxxSouth or any of its affiliated entities provide to you under this or any other agreement, including claims that MaxxSouth damaged persons or property in the delivery of goods or services under this or any other agreement. The arbitration between you and MaxxSouth will be binding and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof; however, in no event shall this provision prevent you from filing or joining a complaint with the Federal Communications Commission or any state public service commission or public utility commission that has jurisdiction to hear such complaint, or any non-judicial federal, state, or local government agency authorized by law to seek relief against MaxxSouth on your behalf.
- b. In arbitration, there is no judge and no jury, and review of arbitration decisions in the courts is very limited. Instead, our disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You and MaxxSouth agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs only if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not

extend beyond you and your dealings with MaxxSouth. Discovery may be limited in arbitration, and procedures are more streamlined than in court. Notwithstanding this arbitration agreement, you and MaxxSouth may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.

- c. **Class Action Waiver:** You and MaxxSouth agree that all claims or disputes between you and MaxxSouth will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or MaxxSouth brings a court claim, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor MaxxSouth may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or MaxxSouth.
- d. Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or MaxxSouth from participating in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section will not apply to any claim or dispute between you and MaxxSouth, except for the provisions of this Section waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.
- e. **Informal Dispute Resolution:** You and MaxxSouth agree that we will try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify MaxxSouth of the dispute by sending a written description of your claim to MaxxSouth, 105 Allison Cove, Oxford, MS 38655, Attention: Customer Service, so that MaxxSouth can attempt to resolve it with you. If MaxxSouth does not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor MaxxSouth may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.
- f. **Arbitration Procedures:** You and MaxxSouth agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to MaxxSouth Broadband, 2700 Oregon Road, Northwood, Ohio 43619, Attention: Office of the Vice President for Business and Legal Affairs. You must also comply with the AAA's rules regarding initiation of arbitration. MaxxSouth will pay all filing fees and costs for commencement of an arbitration, but you will be responsible for

your own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. MaxxSouth will not seek to recover its fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you obtain an award from the arbitrator greater than MaxxSouth's last written settlement offer, MaxxSouth will pay you \$1,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions.

- g. Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable, including without limitation, that the class waiver is found unenforceable, or if you opt out of this dispute resolution agreement, you and MaxxSouth Broadband mutually, willingly, and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a judge rather than a jury will decide disputes between you and MaxxSouth if, for any reason, the arbitration agreement is not enforced.
- h. Opt Out: You may opt out of this dispute resolution provision (except for the jury trial waiver above) by notifying MaxxSouth of that intent, in writing, within 30 days of the date your service begins. You may opt out by sending a letter stating your intent to MaxxSouth Broadband, c/o 2700 Oregon Road, Northwood, Ohio 43619, Attention: Office of the Vice President for Business and Legal Affairs. Please include your name, address, and MaxxSouth account number on the communication. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement or other contracts with MaxxSouth and you may remain a MaxxSouth customer. If you opt out of the dispute resolution provision, you will not be required to do so again if MaxxSouth modifies this section in the future or you agree to a new term of service. **IF YOU ELECT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION, YOU MUST MAKE THAT ELECTION AT THE INITIAL PROVISION OF SERVICE AND YOU MAY NOT OPT OUT LATER UPON CHANGES TO THE SERVICE OR CHANGES TO THIS AGREEMENT.**
- i. Survival: This dispute resolution provision survives the termination of this Agreement. If you bring a claim against MaxxSouth after termination of this Agreement that is based in whole or in part on events or omissions that occurred while you were a MaxxSouth Subscriber, this dispute resolution provision shall apply.
- j. Nothing contained herein shall limit your ability to seek redress at the Federal Communications Commission under applicable rules and regulations.

19. Email and Email Messaging Service

- a. Use of MaxxSouth's email service is subject to MaxxSouth's overall use policies, including specifically but without limitation its email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available on the MaxxSouth Website and these email policies are incorporated herein by reference.
- b. MaxxSouth reserves the right to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially

harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any MaxxSouth provided email service, you agree that delivery and receipt of email is not guaranteed and to MaxxSouth's use of such Internet and email security measures we, in our sole discretion, deem appropriate.

- c. MaxxSouth will issue an email address based upon its availability. You surrender your email address by changing it or if your account is terminated for any reason, and we will not forward emails addressed to that email address. If your Service is reinstated we cannot guarantee your email address will still be available to you.

20. Technical Support

- a. Telephone and on-site support will be provided for the Service, Equipment and software supplied by MaxxSouth. MaxxSouth is not obligated to correct or repair hardware, software, or equipment that MaxxSouth does not supply. MaxxSouth may charge a fee for telephone or on-site support.
 - b. You are not authorized to tamper with, attempt to repair, or alter the Equipment, any property of MaxxSouth, or any connection to MaxxSouth's network. You are not authorized to alter or increase the speed of your connection to MaxxSouth's network, or to attempt to do so. If your use or modification of hardware, software, or Equipment requires a visit to your residence where we provide Service for repair or correction, a charge may apply. You are responsible for all costs incurred by MaxxSouth arising from a violation of this paragraph by you or by anyone who uses the Service supplied to you.
1. The monthly data volume allowances and charges for additional data usage are subject to change at MaxxSouth's discretion and subject to notice to the customer. For the most current allowances and overage charges, see <https://www.maxxsouth.com/internet-acceptable-use-policy>.