



QUESTIONS? CONTACT YOUR LOCAL OFFICE:

Hickman Co. 931-729-3558
Humphreys Co. 931-296-2581
Perry Co. 931-589-2151

Houston Co. 931-289-3311
Lewis Co. 931-796-3116
www.mlconnect.com

World class broadband; hometown service.



Residential Fiber Optic Broadband Terms of Service

This Residential Fiber Optic Broadband Terms of Service Agreement (“Agreement”) describes the terms under which Meriwether Lewis Connect, LLC (MLConnect) will provide fiber optic broadband service (the “Service”) to you. **Please read the below terms carefully, as they are legally binding. Agreement to terms is constituted by Customer signing the Participation Agreement form at time service is requested.**

- 1. CUSTOMER’S OWNERSHIP OF SERVICE LOCATION.** Customer represents that it lawfully owns the real property at which Customer is to receive the Service (the “Service Location”), or that Customer has the permission of such owner(s) to enter this Agreement.
- 2. COMPLIANCE WITH AGREEMENT AND TERMS OF SERVICE.** Customer agrees to comply with this Agreement and with MLConnect’s policies, rules, and price schedules (collectively the “Terms of Service”)—all of which constitute a contract between Customer and MLConnect. Customer acknowledges and agrees that the Terms of Service may change from time to time following notice of such and will remain contractually binding. Customer’s use of the Service shall be deemed acknowledgment that Customer has read and agreed to the Agreement and the Terms of Service.
- 3. BILLING AND PAYMENT.** Customer agrees to pay all current and future rates, fees, deposits, and other charges related to the Service, including an installation fee (if applicable) covering non-standard installation for one data connection, up to two voice lines (if applicable), and Wi-Fi extenders completed during one installation trip. Customer agrees that failure to pay all rates, fees, and charges may result in termination of the Service and MLConnect’s collection of amounts owed. Installation fee (if applicable) is due upon scheduling of the install. The first bill will include the upcoming month’s services **plus** the prorated amount for the month of install. Billing period is the 1st through the 30th of each month. Bill will be rendered the 1st (or next business day) for the next month with a due date of the 10th. A late fee of five percent of the total due will be assessed if account not paid in full by the 10th of the current month. Accounts not paid in full by the 15th of the month prior to the billing period will be disconnected, and a \$25 reconnect fee will be applied. If disconnected for nonpayment, account must be made current and next month paid in full before service is restored.
- 4. TERM OF AGREEMENT AND TERMINATION BY CUSTOMER.** Customer can cancel service at any time. Gateway (router) remains the property of MLConnect and must be returned if service is canceled. If gateway is not returned, a \$100 fee will be assessed on the account. Fee shall be refunded upon the return of the undamaged gateway.
- 5. TERMINATION BY MLConnect.** Notwithstanding anything else in this Agreement, MLConnect may terminate or decline to provide Service to Customer at any time and for any reason, including but not limited to breach (including nonpayment) under this Agreement or for a violation of the Terms of Service.
- 6. COMPLIANCE WITH APPLICABLE LAWS.** Customer agrees not to use the Service in a way prohibited by the Terms of Service or by local, state, or federal law—including but not limited to trademark, copyright or other intellectual property laws.
- 7. GRANT OF EASEMENT.** As a condition of receiving Service, and without financial compensation, Customer will grant and transfer to MLConnect (or, at MLConnect’s direction, to a third party) a perpetual commercial communications easement on and through the Service Location to provide data and voice services on transport fiber, distribution fiber and service extension fiber, if applicable, for Service to both Customer and to other subscribers, and to perform necessary maintenance, service upgrades, and periodic right-of-way maintenance. If electric utility facilities cross the Service Location, these easements will generally follow those facilities.
- 8. INSTALLATION PROCESS.** The fiber **service drop** will follow the same route as customer’s electric service all the way to the dwelling or structure, unless other arrangements are mutually agreed upon prior to the service drop installation. It shall be the customer’s responsibility to notify MLConnect if an alternate route is desired. No one is required to be present for the service drop installation, so prior notification of this step will not be provided unless an issue is encountered. After drop completion, an MLConnect representative will contact customer to schedule the in-home installation. (*Adult must be present for the duration of the in-home installation process.*) Customers renting or leasing must have the Landlord or Property Manager’s written permission for installation prior to the service drop construction and the arrival of the MLConnect installer for the in-home installation. Proper installation may require drilling through interior and/or exterior walls to run wire and installing outside and interior equipment.
- 9. DAMAGE RESULTING FROM UNDERGROUND DROP CONSTRUCTION.** MLEC/MLConnect follows all local and state regulations related to underground drop construction, and the customer is responsible for marking all personally-owned facilities along the path of the structure or dwelling’s electric service. As such, MLEC/MLConnect is not responsible for damage to unmarked customer or utility-owned facilities that may result from underground service drop construction. Examples of customer-owned facilities may include, but not be limited to, water lines, pet containment fences, satellite dish cabling, electric feeds, septic and drainage lines, etc.
- 10. NO SERVICE LEVEL GUARANTEES.** Customer understands and agrees that MLConnect does not guarantee that any particular amount of bandwidth on the Service will be made available to Customer or that any speed or throughput of Customer’s connection to the Service will be available to Customer. The Service is subject to both scheduled and unscheduled maintenance outages; MLConnect will endeavor, however, to minimize the impact of scheduled maintenance outages. Customer understands that the Service requires electricity at the Service Location and, if an electrical outage occurs, the Service (which may include telephone) will not function.

Your MLConnect-provided Gigabit Passive Optical Network (GPON) optical network terminal (ONT) is powered by plugging it into an electrical wall outlet. In the event of an electrical outage, your residential gateway/router will not receive power, just like any other electrically powered device in

your home. If this were to happen your MLConnect phone service, including any medical or security alert services, like E911, will not be available to you. **TAKE NOTE:** If you have a medical alert system, or security equipment, you are strongly encouraged to utilize and maintain a battery back-up. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery.

11. MLConnect EQUIPMENT AND SOFTWARE. MLConnect's equipment is designed to be used on the premises in which service is installed. All equipment MLC installs in your home or business remains the property of MLEC/MLConnect. In the event you relocate or disconnect service, you must return the RG/router to an MLEC/MLConnect office. If not returned, you will be subject to a \$100 one-time charge, refundable once equipment is returned. You assume the risk of loss, theft, or damage to the equipment at all times prior to the removal of the units by MLConnect or return of the units by you. MLConnect personnel shall be granted access to customer's home during regular business hours to retrieve its equipment. **NOTICE: Regarding outside service drops, should consumer, or agent thereof, cut, break or otherwise damage a drop, the cost for repairs shall be paid by consumer.** (Service shall be restored once paid.)

12. CUSTOMER EQUIPMENT. Customer is responsible for maintaining the wiring and all other applicable devices within the Service Location needed to utilize the Service. Customer is responsible for meeting and complying with the minimum computer, device, and system requirements established by MLConnect and contained herein. **TAKE NOTE:** If you have a medical alert system, or security equipment, you are strongly encouraged to utilize and maintain a battery back-up. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery.

13. TECHNICAL SUPPORT. Unless otherwise provided by the Terms of Service, MLConnect does not provide technical assistance with third-party hardware or software.

14. LIMITATION OF LIABILITY. Customer agrees that the damages to which it is entitled from MLConnect or from any other party under this Agreement are limited to the cost of the Service to Customer and, if applicable, to obtain the replacement or repair of any defective software or equipment provided by MLConnect. MLConnect, its officers, operating managers, owners, parent company, employees, affiliates and agents ("MLConnect Parties") will not be liable for any interruptions in service or liable for any delay or failure to perform, nor for any indirect, incidental, special, punitive or consequential damages that arise out of or relate to this agreement or the service provided hereunder, including without limitation business interruption, lost profits, computer failure or malfunction, any damages for loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions. The MLConnect Parties make no warranty, either expressed or implied, and no warranty of fitness for a particular purpose, regarding MLConnect equipment, software, or any services furnished to the customer. All such warranties are expressly excluded. In no event shall the MLConnect Parties have any liability for special, indirect, incidental or consequential damages relating to the equipment or resulting from MLConnect's furnishing or failure to furnish any services or equipment to customer or from any fault, failure, deficiency or defect in services or equipment furnished to customer.

15. NO WARRANTY. MLConnect does not warrant uninterrupted use of the Service, nor does it warrant that the Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components. MLConnect does not warrant that any data or files Customer sends or receives via the Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Customer's information. The service and MLConnect equipment are provided on an "as-is basis" and without warranties of any kind, whether expressed or implied, for the service, equipment, and software MLConnect provides, and MLConnect disclaims any warranty of title, merchantability, non-infringement, or fitness for a particular purpose.

16. INDEMNITY. Customer shall defend, indemnify, and hold harmless MLConnect and its corporate parent, Meriwether Lewis Electric Cooperative—along with their directors, officers, and employees—against any third-party claims, damages, losses, attorney's fees, and expenses relating to or arising from Customer's breach of this Agreement or its violation of the Terms of Service.

17. SUCCESSORS AND ASSIGNS. MLConnect's rights and obligations under this Agreement shall accrue to any of MLConnect's successors or assigns. Customer may not sell, transfer, or assign this Agreement to a third party without MLConnect's advance written consent.

18. JURISDICTION; VENUE; CHOICE OF LAW. Customer agrees that exclusive jurisdiction for any claim or dispute with MLConnect relating to this Agreement or the Service resides in the courts of Tennessee and that this Agreement shall be governed by Tennessee law. If legal action is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

19. CONSENT TO COMMUNICATIONS. Customer consents to receive communications from MLConnect relating to the Service, including regular U.S. mail, emails, text messages, and phone calls. Customer may opt-out of any non-emergency or non-billing communications.

20. SECURITY. Customer agrees that using the Service presents certain security risks that may enable other Internet users to gain access to or use of Customer's equipment or information. Customer is solely responsible for taking all appropriate security measures when using the Service, and agrees that neither MLConnect nor Meriwether Lewis Electric Cooperative shall be responsible for security or information breaches. Customer agrees that MLConnect may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam.

21. AMENDMENT OF THIS AGREEMENT AND THE TERMS OF SERVICE. MLConnect reserves the right to modify this Terms of Service at any time by posting changes online at www.mlconnect.com. Customer's continued use of the Service following online notice of such modification shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement or the Terms of Service, Customer must immediately cease using the Service and notify MLConnect that Customer is terminating the Service.

22. ENTIRE AGREEMENT. This Terms of Service Agreement is the only terms and conditions that govern the Service. No undertaking, representation or warranty made by any agent or representative of MLConnect in connection with the sale, installation, maintenance or removal of the Service shall modify or amend this Terms of Service Agreement.

Agreement to terms is constituted by signing the Participation Agreement form at time service is requested.

Effective Date: 5/14/21