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TERMS & CONDITIONS

Pulaski Electric System and PES Energize (PES) are committed to providing reliable, quality, competitive and affordable Broadband Services to our customers. That is why we have adopted this Terms & Conditions Policy in regards to all Internet, voice, and video services provided to you (the "Subscriber").

POLICY—Acceptance of Terms and Conditions By using one or more Internet, video or other broadband services (each, a "Service") of PES, the customer of record of PES agrees to these Terms and Conditions of Service ("Agreement") and any applicable rates, policies, procedures and service guides applicable to such Service(s) that are posted on our web-site at www.pesenergize.com, as amended from time to time. These Terms and Conditions shall also apply to any persons who use the Service(s) that we provide to you.

ACCEPTABLE USE OF SERVICES—The Services we provide to you are for your use only, and you shall not use or permit the use of these services for any other purpose. You shall not make the Services available or permit the Services to be made available for resale, and you may not use or permit the Services to be used or to provide video, telecommunications, internet or similar services to one or more third parties (other than incidental temporary uses of the Services by invited guests visiting your home or other location). PES has published acceptable use terms and conditions for Services. Subscribers who knowingly violate these terms may have their use of Services revoked or suspended. Copies of the acceptable use terms and conditions are available at Pulaski Electric System's main office, located at 128 S 1st Street, Pulaski, TN 38478 and on our website at www.pesenergize.com. Customers are encouraged to read and follow these policies and check for periodic updates that are published on www.pesenergize.com. The resale or transfer the Service or the Equipment to any other person for any purpose, or charge others to use the Service; use the Service in any manner that is contradictory to PES's Acceptable Use Policy that is available at www.pesenergize.com; tamper with, disrupt or "hack" the Equipment, or make use of the Service in any way that is inconsistent with its intended purpose. You also agree to comply with the Terms & Conditions of all end-user license agreements that accompany the Equipment or are otherwise applicable to your use of the Equipment and the Services. Upon termination of this Agreement, you agree to return to us any equipment provided by or leased from PES received in connection with the Services. PES reserves the right to terminate your Service should you, in PES's sole discretion, commit any of the actions listed above.

CREDIT POLICY AND DEPOSITS—PES reserves the right to review your previous billing history with PES or access your credit history through a credit-reporting agency. Based on your previous payment history with PES or credit report, PES may, at its sole discretion, require a deposit for Service and/or Equipment. Deposit amounts are set forth in Energize POL 6.3.30 and a list can requested in person or by telephone. PES may apply your payments, including any deposits for electric Service or broadband Service, to offset or satisfy monies owed to PES.

BILLING AND PAYMENT TERMS FOR BROADBAND SERVICES—PES will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears). Applicable charges will be set forth in PES's then-current fee schedule found on the www.pesenergize.com website. Failure to pay the total balance when due may be grounds for disconnection of the Service and/or imposition of additional fees. PES may charge a reasonable fee for all returned checks and bankcard charge backs. Cash, cashier's check or money order must replace the returned amount (plus the fee). If PES retains an agency or attorney to collect any amount owed, you will be obligated to pay all of PES's costs of collection together with reasonable attorney's fee. You must notify PES within thirty (30) days of your PES invoice date if you dispute any charges on that invoice or such dispute will be deemed waived. PES will provide paper or electronically delivered bills to the Subscribers mailing address or E-mail address for as long as an agreement for Service continues. In the event broadband Service(s) are actively being utilized and a Subscriber(s) bill is not received by either standard mail or E-mail, it is the Subscribers responsibility to report this to PES so that the problem can be corrected. In the absence of a paper or electronically delivered bill, the Subscriber of the broadband Service(s) is not excused from making payment, late fees and disconnection fees for broadband Service(s).

MONTHLY TERM AND AUTOMATIC RENEWAL—Service is offered on a month-to-month basis. The initial monthly term will begin on the date that your Service(s) are activated and Equipment from PES is installed, and will terminate on the billing due-date the following month. Thereafter, these Terms & Conditions and your Service will automatically renew for successive terms of one (1) month each, without the necessity of further action by either you or PES.

EQUIPMENT—All equipment issued to you by PES (the "Equipment") shall remain the property of PES at all times. You agree to be responsible for any loss, theft or

damage of PES's Equipment. If Equipment is lost or damaged, please contact PES to report the loss and file an insurance claim if applicable. PES is not responsible for the maintenance, operation, service or repair of any customer owned equipment connected to the Services, including without limitation television, Smart TVs, computers, telephones, tablets or any other personal electronic device. You agree to allow PES or its agents to send software to your Equipment and to configure your Equipment when necessary to provide Services, even if doing so changes, adds or removes features or functionality of any such equipment. Absent gross negligence or willful misconduct, PES will not be responsible for any damage to your equipment arising from such activities. If you are not the owner of the equipment, you are responsible for obtaining any necessary approval from the owner to allow us to access this equipment and to perform the activities listed above.

CHANGES TO SERVICE TERMS AND CONDITIONS—Subject to applicable law, we have the right to change our Services, Equipment and associated rates or charges at any time with or without notice. We may also change, add or remove programming features or offerings contained in the Service or other Terms & Conditions related to the Service. We will provide you notice of changes to the Service and to these Terms & Conditions consistent with applicable law. PES will also post notice of such change at www.pesenergize.com, and we may send notice to you to the email address on PES's account records for you. Because we may from time to time notify you about important information concerning the Service and these Terms & Conditions, you agree to regularly check your postal mail, email and all postings on www.pesenergize.com or on another website about which you have been notified. You bear the risk of failing to do so. If you find a change in Service or a change in these Terms & Conditions unacceptable, you may cancel the Service. If you continue to receive the Service, we will consider you to have accepted these changes.

IMPORTANT E911 NOTICES—Access to Enhanced 911 (E911) service is provided on all Voice over IP ("VoIP") services offered by PES. With E911 service, 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. It is advisable to 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.

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 service as compared with basic 911 or E911.

2. **Location of Service** This service 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 service can be provided at your new permanent address. Service will only be provided at locations where E911 or basic 911 connectivity are available.

3. **Customer Responsibility for Battery Backup** The optical terminal or router that PES supplies to you for Services is powered by electricity from the meter base or from an electrical outlet from within the residence or business. In the event of an electrical outage, your terminal or router will not receive power, just like any other electrically powered device in your home. If this were to happen, your PES phone service, including any medical or security alert services, like E911, will not be available to you. It is your responsibility to provide, maintain, monitor, and/or replace a backup battery. Additional information, including the battery backup options available to you through PES, are available upon request.

4. Service outages, suspensions or disconnections of your broadband service will prevent all service, 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.

5. Service outages due to disconnection of your account will prevent all service, including 911 Dialing, from functioning.

6. Other third-party transport providers may intentionally or inadvertently block the ports over which the service is provided or otherwise impede the usage of the service. 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 service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your service, 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 service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the service, you will continue to be responsible for payment of the service charges unless and until you disconnect the service in accordance with this Agreement.

7. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. PES's third party vendor for voice services does not have any control over whether, or the manner in which, calls using 911 dialing service are answered or addressed by any local or national emergency response center. Our voice services provider and our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. Our voice services provider and 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. Our voice services provider 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 PES, OUR VOICE OVER IP SERVICE PROVIDER, OUR RESPECTIVE SUPPLIERS, NOR OUR RESPECTIVE 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 SERVICE. Subscriber shall defend, indemnify, and hold harmless PES, our third party voice service provider and our respective suppliers, our respective officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with the Service, 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 service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.

8. If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services.

TERMINATION—Either you or PES may terminate these Terms & Conditions at any time by providing the other party with notice of termination in person or by telephone. For security reasons, termination requests will not be accepted via E-mail or any Social Media platform or PES App (SmartHub.) The termination of Services will be effective within 48 hours following the notice of termination. If you terminate your Service, you will be responsible for the payment of all accrued but unpaid amounts due, through the effective date of service termination. Note that you may not receive your final bill for such amounts for up to sixty (60) days following termination. All PES owned Equipment must be returned within ten (10) working days of the date Service terminates. Otherwise, you forfeit any deposit and will be charged an Equipment fee on the final bill for not returning the Equipment undamaged and in its original condition; reasonable wear and tear excluded. Please refer to the PES Equipment fee schedule located on our website, www.pesenergize.com. Equipment includes, but is not limited to, the Wi-Fi Router, Wi-Fi mesh units (Wi-Fi extender units), VoIP Gateways, Analog Telephone Adapters, remote controls, Amino set top boxes and EvoPro Android boxes.

CONTENT—You are responsible for any liability that arises out of the content transmitted by or to you or other Users using the Service. A "User" means any person, whether authorized or unauthorized, using the Service and/or Equipment provided to you. You shall assure that use of the Service by you and any other User will at all times comply with all applicable laws, regulations and written and electronic instructions for use. PES reserves the right to terminate affected Services if PES determines that such use does not conform with the requirements set forth in these Terms & Conditions, the Acceptable Use provisions, interferes with PES's ability to provide Services to you or others, or receives notice from anyone that your or Users' use may violate any laws or regulations. You will indemnify and hold PES harmless against any liability arising from the content transmitted by or to you using the Service.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)—PES is committed to complying with U.S. copyright and related laws. It shall be the policy of PES, in the appropriate circumstances, to terminate broadband service provided to any con-

sumer or User in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws and regulations. PES shall terminate service to any Subscriber based on PES's sole discretion that are deemed repeat copyright infringers. PES's copyright compliance policies do not affect any other rights PES may have under law or contract. PES will provide adequate written warnings to the Subscriber that has violated the Digital Millennium Copyright Act before Service suspension or termination. (Please reference PES's Internet Service Acceptable Use Policy. (Energize POL 6.3.40.)

PARENTAL CONTROL—PES Internet and video services do offer parental controls as a part of the Service at no additional cost. The set up and configuring of Parental control features are the responsibility of the user of the Service, not PES. We encourage parents to use these features to block or filter video or internet information that may not be appropriate for minors. Please contact PES if you would like more information about these features.

VIDEO PROGRAMMING—You acknowledge that PES has the right at any time to preempt without notice specific advertised programming and to substitute programming, which PES deems to be comparable.

PRIVACY—The Service utilizes, in whole or in part, the public Internet and third party networks. PES is not liable for any lack of privacy that may be experienced in the use of the Service. (Refer to Energize POL 6.3.60.)

CUSTOMER NOTICE—You acknowledge the receipt of PES's Annual Customer Notice required by federal law upon installation and activation of Service. You acknowledge that the Annual Customer Notice, as amended from time to time, is available on request and on PES's website, www.pesenergize.com.

INSTALLATION AND ACCESS—Upon request, you shall promptly provide PES employees and contractors safe access to your premises for the purpose of installing, maintaining, removing or inspecting any or all equipment or facilities of PES used in delivering the Services to you and other customers of PES. You shall further provide such right-of-way and access rights as are necessary for PES's facilities used in the delivery of Service. These obligations shall survive termination of the Service for so long as PES maintains such facilities and equipment on your premises.

WIRING — Wiring In a single dwelling unit, all inside wiring is the customer's property. In a multiple dwelling unit or commercial premises, the property owner owns the wiring unless purchased by the customer. Customer ownership of wiring begins at the Optical Network Terminal (ONT) and includes everything inward.

THEFT OF SERVICE—You agree to notify PES immediately if your Service or Equipment is stolen or fraudulently used. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until PES receives notice of the theft or fraudulent use, you will be liable for all of the use of the Service and/or Equipment stolen from you or fraudulently used.

ASSIGNMENT—This service agreement is non-assignable without the express written consent of PES.

FORCE MAJEURE—PES shall not be liable for any failure, interruption or diminution of service in the event that such failure, interruption or diminution is caused by or due to causes beyond its control, including, but not limited to, acts of God; fire, earthquake, flood, water, the elements or other catastrophes; strikes, lock-outs, work stoppages or other labor difficulties; utility curtailments, power failures, explosions; insurrections, riots, wars or civil disturbances; any law, order, regulation, or requests of any government or of any civil or military authority; national emergencies; shortages or failure of equipment or supplies, including cable, fiber, switching and other network equipment of third parties; unavailability of transportation; acts or omissions of third parties; or any other cause beyond PES's reasonable control.

SURVIVAL—Certain obligations under these Terms & Conditions by their terms continue beyond termination of the Service including, but not limited to, provisions dealing with access to property, disclaimers of warranties, limitations of liability and indemnity. The termination, expiration or cancellation of Service under these Terms & Conditions shall in no way affect the survival of such obligations.

COPYRIGHT—Any firmware or software used to provide the Service and trademark, copyright or other intellectual property laws protect all Services, information, documents and materials provided by PES in written or electronic form. All names, service marks, trademarks, trade names, logos, content, photographs, sound or image files and domain names (collectively "marks") of PES are and shall remain the exclusive property of PES, and nothing in these Terms & Conditions shall grant you the right or license to use any of such marks.

NO WARRANTIES ON SERVICE—PES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. Without limiting the foregoing, PES does not warrant that the service will be without failure, delay, interruption, error, degradation of quality, or loss of content, data or information. Neither PES nor its officers, directors, employees, contractors or any other service provider who furnishes services or products to customer in connection with these Terms & Conditions or the Service will be liable for unauthorized access to facilities, premises or equipment or for unauthorized access to, or alteration, theft or destruction of customer's data or information regardless of whether such damage occurs as a result of negligence by PES, its contractors or service providers. Statements and descriptions concerning the Service or Equipment, if any, by PES or by PES's contractors are informational and are not given as a warranty of any kind.

INDEMNITY—You agree to indemnify and hold harmless PES from all liabilities, damages, claims and expenses, including without limitation attorneys' fees, that arise from your or a User's use of misuse of the Service; from any violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret or other intellectual property; from use or failure of the 911/E911 functionality or any other dialing associated with a home security, home detention, medical monitoring or other similar system; and from your breach of any provision of these Terms & Conditions. Where you are obligated to indemnify or hold PES harmless anywhere in these Terms & Conditions, those obligations run not only to PES but also to its employees, representatives, affiliates, agents, officers and directors.

LIMITATION OF LIABILITY—IN NO EVENT SHALL PES BE LIABLE TO CUSTOMER OR TO ANY USER OF CUSTOMER'S SERVICE FOR LOSS OF PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OR THE CONDUCT OF BUSINESS UNDER THE AGREEMENT, EVEN IF PES HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, PES SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM OTHERS ACCESSING CUSTOMER'S COMPUTERS AND EQUIPMENT, SECURITY BREACHES, VIRUSES, EAVESDROPPING, INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES, OR ANY USE OF THE EQUIPMENT OR SERVICES OF PES THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR INTELLECTUAL PROPERTY OR CONTRACTUAL OR OTHER RIGHTS OF ONE OR MORE THIRD PARTIES. It is expressly understood that PES shall have no liability for any damage to you or any other person claimed to have resulted from your use of the Services.

GOVERNING LAW—The laws of the State of Tennessee shall govern these Terms and Conditions and the relationship between you and PES. The failure of PES to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any portion of these Terms & Conditions is legally declared invalid or unenforceable, all other parts of these Terms & Conditions are still valid and enforceable. PES reserves the right to amend these Terms and Conditions at any time at its sole discretion.

By activating the Service, you acknowledge, represent and agree that you have read, understand, and agree to these Terms and Conditions, and that you are of legal age to be bound herein.

INTERNET USE ACCEPTABLE USE POLICY

Pulaski Electric System ("PES Energize") is pleased that you have chosen PES Energize's broadband Internet access service (the "Service"). Our goal is to provide you and our other subscribers with a high-quality Internet experience. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. As with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations and responsibilities and each user must consider that all users should be able to use the Service and Internet as they wish without disruption, interference or other negative consequences.

This Acceptable Use Policy ("AUP") has been designed to protect our Service, our subscribers and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. This AUP should be read in conjunction with the terms and conditions contained in PES Energize's Broadband Internet Access Service Disclosures and other applicable policies. Violation of any term of this AUP may result, in the immediate suspension or termination of either your access to the Service and/or your PES Energize account.

By using the Service, you agree to abide by, and require others using the Service through your account to abide by, the terms of this AUP. PES Energize reserves the right to update the policy from time to time, effective upon posting of the modified policy to this page. You are encouraged to consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY PES ENERGIZE CUSTOMER SUPPORT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

A. Prohibited Uses

1. PES Energize's Service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat or violates export control laws. The Service is designed for either personal, non-business-related use of the Internet ("Residential Service") or for commercial (whether or not for profit) purposes ("Business Service"). Residential Service may not be used for commercial purposes, and violation may result in either termination of the Service or the option to convert to Business Service. Subscribers may not resell, share or otherwise distribute the PES Energize Service, or any portion thereof without the express written consent of PES Energize.

2. System and Network Security. Violations of system or network security, engaging in unlawful conduct or otherwise violating the law through use of the Service is prohibited, and may result in criminal and civil liability. PES Energize reserves the right to investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures.
- b. Unauthorized attempts to gain access to the account of another subscriber of the Service, whether or not the attempt succeeds.
- c. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- d. Intentional interference with service to any user, host or network including, without limitation, port scanning, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- e. Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, forging of any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.
- f. The use of any device, whether hardware or software, that artificially maintains a full-time connection to PES Energize's equipment.
- g. Posting, transmitting, or distributing content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, or promotes violence.
- h. Restricting, inhibiting, or otherwise interfering with the ability of any other person to use or enjoy their equipment or the Service, including without limitation, by intentionally transmitting any file or material which contains a virus, worm, or other harmful component or feature.
- i. Using the Service in any way that violates copyright, trademark or other laws protecting the intellectual property rights.
- j. Using the Service to engage in any activity that is a violation of any U.S. law or regulation; state law or regulation; common law; or the laws and regulations of any jurisdiction in which PES Energize does business and/or the violation emanates, is received and/or occurs, including but not limited to, material protected by copyright, trademark, trade secret or any other proprietary rights statute.

Subscribers are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. At a minimum, any files or service a subscriber elects to make available for remote access via the Internet should be password protected.

3. Email. The following email activities are strictly prohibited:

- a. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements;
- b. Forging, altering, or removing e-mail headers;
- c. Sending unsolicited bulk mail messages (“junk mail” or “spam”) which, in PES Energize’s reasonable judgment, is disruptive or generates a significant number of user complaints;
- d. Using another site’s mail server to relay mail without the express permission of the site;
- e. Harassment, whether through language, frequency or size of messages or sending e-mail to a person who does not wish to receive it.

By reserving these rights, PES Energize is not undertaking any obligation to monitor the pool of e-mail addresses and has no liability for failing to do so.

B. Unsolicited Bulk E-Mail (Spam) Filtering Services

PES Energize offers its Internet customers an optional, hosted energize.net email account. PES Energize may elect at any time to take appropriate measures to reduce the amount of unsolicited bulk email that enters its network. This may include the use of software that detects and deletes unsolicited bulk email and/or viruses from your inbox as applicable. This may also include the use of software from a third-party in combination with other filtering services. While you may be provided the ability to “opt-out” of some of these services, PES Energize reserves the right to make the use of some means of filtering mandatory for all PES Energize users. Due to the volatile nature of the Internet and its offerings, PES Energize makes no guarantee of the accuracy to the performance of these filtering systems. Any email message that is identified by these filtering services as unsolicited bulk email

may be deleted from the PES Energize Network prior to delivery to you without notification to you or the message originator.

C. PES Energize Network Services Assumes No Liability

PES Energize assumes no liability to subscribers or others for any failure to enforce the terms of this Policy.

D. Violation Reports

You may report a violation of this policy to us at info@pesenergize.com

E. Copyright Infringement

The federal Digital Millennium Copyright Act (“DMCA” or “Act”) directs how online service providers like PES Energize address claims of online copyright infringement. As required by the DMCA, PES Energize has adopted a policy to suspend or terminate broadband services to account holders or subscribers who repeatedly infringe copyrights.

PES Energize accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Name: Copyright Compliance Department
Company: Pulaski Electric System
Address: 128 S. 1st Street, PO Box 368
Pulaski, TN 38478
Phone: 931-363-2522
Email: info@pesenergize.com

F. Questions

If you have any questions concerning the policy, please contact PES Energize at 931-363-2522.

CUSTOMER PRIVACY POLICY

As a customer of Pulaski Electric System (“PES”), you have a right to know what we do your personal information. This Customer Privacy Policy (the “Notice”) describes our practices with respect to your “personally identifiable information” and certain other information, and applies to PES subscribers and their use of PES Energize’s video, phone and Internet services.

Policy:

A. PES takes the privacy of its customers very seriously. Section 631 of the Cable Communications Policy Act of 1984, as amended, (the “Cable Act”) provides certain protections to you, as a subscriber to PES Energize’s video service or other services, and requires that PES disclose to you the following:

1. The limitations imposed on PES in its collection and disclosure of personally identifiable information about you.
2. The type of personally identifiable information PES collects;
3. How PES uses your personally identifiable information;
4. Under what circumstances PES may disclose your personally identifiable information and to whom;
5. The period during which PES maintains your personally identifiable information; and
6. How you may access your personally identifiable information.

In addition, Section 222 of the Communications Act, as amended, provides privacy protections for certain information related to PES Energize’s telephone and broadband Internet access services:

7. Information about the quantity, technical configuration, type, destination, location, and amount of your use of the phone and broadband Internet access service; and
8. Information contained on your bill concerning the type of phone and broadband access services and features you receive.

This information is known as customer proprietary network information (“CPNI”). This Notice includes PES’s CPNI Policy and describes what CPNI information PES obtains, how it’s protected, and how it may be used.

B. Personally Identifiable Information

To provide video and other services to you, PES obtains certain “personally identifiable information” (“your information”). Your information may include: name, address, telephone number, social security number, date of birth, driver’s license number, billing records, service maintenance and repair records, premium service subscription information, marketing information, demographic information, user IDs, passwords, email addresses, customer complaints, correspondence, and communications records. In providing our services, PES may also collect information about your video equipment, computer hardware and software, modems, routers, settings, and other preferences to aid in customer support.

Except as indicated below under **Sharing Policy**, all personally identifiable information is used for the normal business purpose of offering and providing video television service and other services to you. Only persons authorized by us may access this information. Persons authorized to access customer information include our employees and sales agents, billing and collections services, accountants, and other businesses that provide products and services to us. These persons may access customer information on a regular basis. We maintain certain customer information for as long as we provide service to a customer and for a commercially reasonable time thereafter. Other customer information is periodically destroyed.

Sharing Policy – Federal law prohibits the disclosure of your personally identifiable subscriber information without your consent. The following exceptions apply:

1. **Business activities.** PES may disclose customer information in order to conduct a legitimate business activity related to providing video service or other services.
2. **Unauthorized reception of video service.** PES may disclose customer information in order to detect unauthorized reception of our video service.
3. **Names and addresses to third parties.** PES may disclose names and addresses to third parties for purposes as mailing lists, charities, and direct mail marketing; unless you notify us in writing that you do not wish us to disclose it. You may write us with a nondisclosure request at any time to the return address on your billing statement, or by contacting us at info@pesenergize.com. No such disclosure may reveal directly or indirectly the video services you view or other transactions you make.

4. **Court order.** PES must disclose personally identifiable information without your consent if we are required to do so by a court order. If PES is served with a court order requiring disclosure, we will promptly inform you before releasing any information. You will then have an opportunity to contest the order.

5. **Law enforcement request.** PES may also disclose personally identifiable information without your consent when requested by law enforcement under certain circumstances.

C. Customer Proprietary Network Information

Customer Proprietary Network Information (“CPNI”) is personally identifiable information that PES collects when providing you with telephone or broadband Internet access services. CPNI typically consists of telephone numbers called by the subscriber along with the associated call duration and timing of those calls as well as call frequency and any call management services utilized by the customer. The FCC requires PES to notify all subscribers of their rights to restrict the use of their CPNI. You have the right, and PES has a duty, under federal law, to protect the confidentiality of your CPNI.

1. **Permitted use of CPNI.** CPNI can be used by PES for certain purposes without your permission. PES may use CPNI to offer you new or enhanced services that are related to the category of services to which you currently subscribe. PES may also use CPNI to respond to your inquiry regarding services you currently use or related services PES offers. In addition, PES may use CPNI in connection with repair and maintenance services, billing and collection, and to protect company property and to prevent fraud.

2. **Prohibited use of CPNI.** Unless you specifically authorize its use, PES may not use CPNI to market services unrelated to the services to which you currently subscribe. For example, PES may not use CPNI to offer you any type of long-distance service unless you currently subscribe to their long-distance offerings. PES may not share CPNI with any other company, including our affiliate companies, unless you are a customer of our affiliate.

3. **Additional information regarding your CPNI rights.** You have the right to deny or withdraw access to CPNI at any time or to instruct PES to disclose CPNI to unaffiliated third parties upon submission of a written request. Any approval or denial for the use of CPNI outside of the service to which you subscribe to from the company is valid until you affirmatively revoke or limit such approval or denial. A denial of your approval will not affect the provision of any services to which you subscribe.

Additional Privacy Provisions

4. **Children’s Privacy** – Any websites provided by PES are not directed at, nor intended for use by, children under the age of 13. We do not knowingly allow anyone under 18 to provide any personal information. Children should always get permission from a parent or guardian before sending personal information over the Internet. If you believe your child may have provided us with personal information, you can contact us at the return address on this notice or found on your monthly

bill and we will delete the information. You can find more information about protecting children’s privacy by contacting the FTC or viewing its website at <http://www.ftc.gov>.

5. **Child Pornography** – As a provider of an electronic communications service, we are required by law to report any evidence we may become aware of relating to violations of laws concerning child pornography.

6. **Customer Rights** – As a customer, you may review your personal information by contacting a customer support representative. PES needs a reasonable amount of time to collect the information and remove any references to other customers. You may request correction of any errors in personal information that we collect or maintain pertaining to you. You have the right under federal law to enforce your privacy rights concerning our collection, use, and sharing of your personally identifiable information through a civil action in federal district court.

D. Communications Preferences/Opt-Out

Subscribers who do not wish to receive marketing materials, phone calls, emails or direct mail may notify PES at any time. You may also prohibit PES’ permitted disclosure of your information to third parties under the Cable Act (except as otherwise required by legal process or applicable law) by notifying us in writing. You may opt out of receiving marketing communications by telephone by notifying the calling party that you wish to opt-out or by following the automatic opt-out instructions on such a call. You may also opt-out of such calls by sending a request in writing to the address below.

E. What communications will PES send?

Please be advised that your privacy policy election does not restrict PES from initiating phone calls, emails, or other customer contact relative to non-marketing account-related matters.

F. Changes to Privacy Notice

PES regularly updates this Notice as needed to reflect changes to its privacy policies. You can request additional and updated information at any time by contacting us at 931-363-2522 or by email at info@pesenergize.com. We will also provide you with a copy of the current Notice at the time you subscribe to our service and each year that you continue to be a subscriber.

G. How do I contact PES?

If you have any questions regarding this privacy notice, or wish to contact us about your personal information, please contact us directly at:

Phone: (931) 363-2522

Email: info@pesenergize.com

Mail: 128 S. 1st Street, PO Box 368, Pulaski, TN 38478

PHONE SERVICE DISCLOSURES

EMERGENCY SERVICES - 911 DIALING – All of our customers have access to Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. 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. This Service is provided at a specific permanent address and not available as a nomadic offering. IT IS ILLEGAL FOR YOU TO USE THE EQUIPMENT AT ANY LOCATION OTHER THAN THE REGISTERED ADDRESS. The documentation that accompanies your Service will include a sticker concerning the potential non-availability of E911 (the “911 Sticker”). If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact PES Energize.

CONFIRMATION OF ACTIVATION REQUIRED – Your 911 Dialing feature may not be activated for any phone line that you are using with the Service unless and until you receive VERIFICATION FROM PES ENERGIZE that the 911 Dialing feature has been activated for that phone line.

SERVICE OUTAGES – PES Energize provides all telephone customers an Optical Network Terminal (ONT) containing a battery that will power the unit for a few minutes in the event of a loss of power at no additional charge. Options of purchasing additional (8) or (24) hour backup batteries for your phone service are available upon request and are installed at an additional charge. Excessive use during a power outage will result in shortened life of the internal battery. Failure of network power backup systems during a power failure or disruption will prevent all service, including 911 dialing from functioning. Service outages, suspensions or disconnections of your PES Energize services will prevent all Services, including 911 Dialing, from functioning. Other service problems may inadvertently impede the usage of the Service. During such a service interruption, your phone service, including the 911 Dialing feature, may not function. There may be a possibility of network congestion and/or reduced speed in the routing of a 911 Dialing utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge that PES Energize is not responsible for any impediment to your usage of the Service or any loss of service, including 911 Dialing, which may result. In the event you lose Service you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with the PES Energize Terms and Conditions.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION – We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We 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 PES Energize nor its officers, directors, employees, affiliates, or agents may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless PES Energize, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

ALTERNATE 911 ARRANGEMENTS – If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

NO 0+ OR OPERATOR ASSISTED CALLING; MAY NOT SUPPORT X11 CALLING – The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, or 900 calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411).

INCOMPATIBILITY WITH OTHER SERVICES – The Service may not be compatible with certain home security systems or other analog-based phone services. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions or other specialized services. You are responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service.

USE OF PHONE SERVICE – If you subscribe to PES Energize's phone services, the Service and the Device are provided to you solely for normal residential and small commercial use. You are prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service is, or at any time was, inconsistent with normal residential and small commercial usage patterns.

PROHIBITED USES – You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used

the Service for an unlawful purpose. You shall not use the Service or the Device 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 Service without notice, if in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. If we believe that you have used the Service 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, PES Energize will provide information in response to law enforcement requests, subpoenas or 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, PES reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

TAXES – State and local governments may assess taxes, surcharges and/or fees on your use of PES Energize phone service. These charges may be a flat fee or a percentage of your PES Energize charges and may change from time to time without notice. PES passes all taxes it collects on to the appropriate taxing authority. You are responsible for all applicable taxes, fees or charges now in force or enacted in the future that arise as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to you as set forth in the Terms and Conditions. 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. Other non-tax fees (such as Universal Service Fund, 911 Surcharge, etc.) may also be included with the Service and billed to you as set forth in the Terms and Conditions.

SERVICE DISTINCTIONS – The Service is not a traditional telecommunications service, and we provide it on a best efforts basis. Things beyond our control may affect the Service. Other things may affect Service, such as maintenance. PES Energize will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between traditional telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

LETTER OF AUTHORIZATION – By accepting the terms of the Phone Letter of Authorization the customer hereby appoints Momentum Telecom-Wholesale, LLC ("Momentum") as agent for PES to act as its authorized agent for all matters pertaining to the number(s) listed below. This agency includes disconnections of service and other requests as deemed necessary by Momentum to implement the services ordered from Momentum, including but not limited to: (1) securing information for activating, porting, disconnecting, editing and transferring service 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.



DEPOSIT POLICY

Pulaski Electric System ("PES Energize") is committed to providing reliable, quality, competitive and affordable broadband, video and telephone services (the "Services"). PES Energize, therefore, must evaluate potential customers' credit information to assure protection from any default for payment of services or damage to any PES Energize equipment. Decisions on adequate deposit amounts will be based on the customer's credit history and will be applied in a non-discriminatory manner in all cases. PES Energize reserves the right at all times to adjust the amount of a customer's security deposit if it deems that PES Energize is not adequately protected from default.

Policy:

A. PES Energize reserves the right to require that any unsatisfied debts with PES Energize, including debts from electric service, be paid in full before Services are activated.

B. Residential customers or applicants interested in subscribing to PES Energize's digital video services and Broadband that require the use of a PES supplied set-top box and/or gateway shall be required to pay a \$50 deposit for each device **if** credit "Vantage Score" is RED.

C. Security Deposits will be returned within sixty (60) days of termination of service

so long as the following conditions are met:

1. Equipment has been returned undamaged and in working order.
2. Payment has been made for all amounts due on customer's Electric and Energize accounts.

PES may apply the deposit, plus earned interest, to the customer's outstanding Energize or Electric bills. (Priority will be given to the Energize balance, and any remaining deposit will be applied to the Electric balance.)

D. If no money is owed and there is any deposit money remaining, a refund check is to be issued to the account holder listed on the contract. Upon written request by the customer or at the discretion of PES, the deposit, including earned interest, may be evaluated.

E. Customers shall remain liable for any outstanding balances after the security deposit has been applied.

F. PES Energize complies with the guidelines set forth within the provisions of the Fair Credit Reporting Act (FCRA) when using a customer's or applicant's credit history information to determine if a deposit will be required for before receiving Services.

DEPOSIT AMOUNTS –

EVO Pro Set-Top Box	\$50
Gateway (Router)	\$50

