

Pulaski Electric System

Operating Policy Number: POL 6.3.80

Policy Title: Terms & Conditions Statement – Subscriber Document

Scope: All PES Energize Broadband Subscribers.

Policy Statement:

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 (DCMA)

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 consumer 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

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 or 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 the these Terms and Conditions, and that you are of legal age to be bound herein.

Responsible Office(s): Chief Information Officer

Reference(s): Energize POL 6.3.60 (Privacy Policy)
Energize POL 6.3.40 (Internet Service Acceptable Use Policy)
Energize POL 6.3.30 (Deposits)

Effective Date: May 24, 2022

Policy History:

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