

Must be signed by ACCOUNT HOLDER before installation.



Blue Ridge

RESIDENTIAL HIGH SPEED INTERNET SERVICE AGREEMENT

This is a legal agreement between you ("Customer"), Blue Ridge Communications ("BRC") and PenTeleData LP I ("PTD"). Signature on this Agreement or use of the service indicates that you accept these terms. If you do not agree with these terms, do not use the service and contact us to terminate this Agreement.

- Customer shall abide by all BRC and PTD policies, including the Acceptable Usage Policy ("AUP"), as it may change from time to time. The AUP can be found at www.ptd.net. BRC terms can be found at www.brctv.com. If you do not agree with the terms of the PTD AUP and the BRC terms contact BRC immediately and terminate your Agreement. Use of the service indicates acceptance of all terms and conditions of AUP and BRC terms. Failure to sign and return this Agreement may result in service termination.
 - The Internet Access Service that BRC and PTD provide is for the use of the named account holder ("Customer") for customer's private non-commercial use.
 - Customer shall not lease or sublease or provide Internet access to others who are not members of Customer's household or guests. If you connect a wireless router to your BRC supplied internet access, it must be password protected and you may only provide access to members of your household and guests. The account holder is responsible for all the use associated with the IP address and MAC address assigned to the account. Operating an open or otherwise unsecure wireless access point does not absolve the Customer of liability for improper or illegal use of the account.
 - CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER BRC, PTD NOR ANY LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES PTD, BRC, THEIR AGENTS, OR EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. SPECIFICALLY THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES TO BE PROVIDED HEREUNDER. PTD, BRC, ITS EMPLOYEES, AFFILIATES, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND ASSIGNS SHALL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED EQUIPMENT. WITHOUT LIMITATION, PTD AND BRC SHALL NOT BE HELD LIABLE FOR LOSS OF ANY SOFTWARE, HARDWARE OR DATA, IN WHATEVER FORM STORED ON ANY COMPUTER EQUIPMENT ONTO WHICH A CABLE MODEM AND ASSOCIATED EQUIPMENT IS CONNECTED. IT IS THE CUSTOMER'S RESPONSIBILITY TO BACK UP ANY AND ALL DATA AND SOFTWARE PRIOR TO THE INSTALLATION OF THE CABLE MODEM AND ASSOCIATED EQUIPMENT.
 - Additional Charges: Customer is subject to additional charges including, but not limited to: bandwidth use over the allowance (see Data Usage Allowances on the Open Internet Disclosure Statement), excess PTD email and web page storage charges, returned check charges, non-pay reconnect fee (may be listed as an Addressable Authorization), and transfer to another address (billable labor charges).
 - Email boxes: PenTeleData and BRC provide Customers with up to 5 email boxes per account. Any email box that is inactive for 6 consecutive months will be deleted. Any email within an inactive email box is probably spam and will be automatically deleted without inspection along with the email box. Once deleted, the email address associated with the email box will be deleted and become available for assignment to other customers. An email box is inactive if it has not been checked in 6 months, does not have an email forward associated with it, and is not the primary login for a dial-up account. If you intend to keep a mailbox active, you may do so by retrieving email from within the email box at least once every 6 months. PTD and BRC are not responsible for any loss of any kind because of the deletion of boxes or the email inside. If your email box is deleted for inactivity, you may contact Customer Service at 800-281-3564 to have the email box reinstated if the email address is still available. BRC and PTD will send important account notices to your assigned email address. You are responsible for checking that email address.
 - PTD and BRC shall not be liable to Customer for any damages arising from any event that is out of the control of PTD or BRC. Neither shall PTD nor BRC be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information of any kind, however caused and arising out of or in connection with the performance of PTD or BRC or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and whether or not PTD or BRC has been made aware of the possibility of such damages. In no event shall liability exceed a refund of amounts actually paid by Customer for Internet service for the then current year.
 - Broadband Bandwidth: Customer acknowledges that the bandwidth provided by PTD and BRC is a shared service. Any quoted bandwidth rating/transfer rate for High Speed Internet Service is a maximum rate and not guaranteed and may be available but only on a burst basis, and service may not be continuous. Factors such as network congestion and Customer's modem settings can affect service speeds. PTD and BRC reserve the right to manage its Networks to provide for maximum efficiency. BRC offers multiple tiers of high speed Internet access with different speeds and bandwidth usage allowances (not all packages are available in all areas). The Open Internet Disclosure statement on the BRC website www.brctv.com, as it may change from time to time without notice, and accompanying this Agreement includes important information and is included as a binding part of this Agreement. As a Customer, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the service or BRC's ability to deliver and monitor the service and do not represent (in the sole judgment of BRC) an unusually large burden on the network itself. Customers found to be (in BRC's sole judgment) users of excess bandwidth may be offered an upgrade to a higher level of service (when applicable), subject to the appropriate fees; suspended; or terminated. BRC will use reasonable efforts to notify a customer prior to service termination for excessive bandwidth use.
 - Network Interference: Company reserves the right to interrupt service, in its determination, equipment or facilities in Customer's premise are causing network interference. Company will use reasonable efforts to first notify Customer of the need for such interruption. Customer agrees to cooperate with Company to resolve any interference.
 - PTD permits IP traffic only. Other protocols are prohibited without prior arrangement.
 - Customer hereby certifies that he or she is 18 years of age or older and will not use this service to conduct any illegal activity.
 - Customer hereby indemnifies and will hold harmless, PTD, BRC, its successors and assigns, from any and all copyright, trademark, patent, or any other legal liability arising out of the use of this service.
 - Account holder owned equipment. As of 11/1/21, BRC no longer offers cable modems for purchase. Customers may purchase cable modems from other sources. BRC cannot and does not guarantee that any cable modem that is not previously purchased or leased from BRC will work properly within the BRC cable system and achieve advertised speeds. BRC will offer reasonable assurances that modems purchased from BRC will work in certain areas of the cable system. BRC and/or PTD may need to alter, upgrade and/or configure the software on your purchased modem which you hereby authorize.
 - Company Equipment: If you have been issued or leased (not sold) a cable modem, wireless modem or combined mta associated with Blue Ridge Digital Phone Service (collectively "equipment"), the equipment is the property of BRC and may not be relocated from the account holder's address without consent of BRC. You must activate equipment within 30 days of receipt. If you don't activate the equipment within 30 days of receipt, service shall be deemed terminated. If any service with BRC or with PTD is terminated for any reason, you must immediately return the equipment in an undamaged condition to BRC at the nearest BRC office. If the equipment is not immediately returned upon termination, you will be assessed a charge of the current retail value of the equipment plus collection costs.
 - Responsibility for Equipment: From the time the cable modem and associated equipment is provided until it is returned, you are responsible for it. If it is lost, stolen, or damaged under any circumstances after it is provided until it is returned, regardless of fault, you shall be responsible for all charges, including labor costs, to replace or repair the cable modem and associated equipment.
 - Receipt of Equipment: As the account holder, you are primarily liable for the cable modem and associated equipment. For your convenience, if you are unavailable at the time of scheduled installation, you may appoint any creditworthy person over the age of 18 to accept the modem and associated equipment on your behalf. The installer will require an equipment acknowledgement from that person at the time of the installation. This will not relieve you of responsibility for the modem and associated equipment. Therefore, it is important that you select someone trustworthy to be at the installation appointment.
 - You agree to allow BRC and our agents the right to enter your property (the "Premises") at which the Service(s) and/or BRC Equipment will be provided at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing, and removing the Service(s) and/or BRC Equipment used to receive any of the Services. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.
 - Customer is solely responsible for limiting access to objectionable materials that may be on the Internet. PTD and BRC take no responsibility or liability for unauthorized viewing of said materials by minors or any other persons. Customer is solely responsible for all of online activity associated with Customer's account.
 - Breach of this Agreement by Customer may result in immediate suspension or termination of services in addition to liability for any and all damages, including attorney fees and costs. Customer understands that suspension or termination of Internet service may result in loss of functionality of other internet-supported services, including but not limited to, Blue Ridge Stream, Smart Home Security, and Streaming Services like HBOMax. You agree that Blue Ridge shall not be liable to you for any suspension or termination of your service pursuant to such violation.
 - This Agreement is and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreement made and performed in Pennsylvania.
 - Customer accepts the fees charged as a legal and lawful debt and agrees to pay said fee, including any/all collection agency fees, attorney fees and/or court costs, if such be necessary.
 - All payments must be made in U.S. currency. All checks must be written in blue or black ink. Checks written in any other color will be returned and subject to a returned check fee.
 - Mandatory Binding Arbitration - This paragraph applies to all services you may have with Blue Ridge Communications including internet, phone, cable, and security.**
 - Mandatory Binding Arbitration.** We strive to resolve disputes fairly and quickly. If we cannot resolve a dispute with you to your satisfaction, then except as described below, each of us agrees to arbitrate **disputes and claims** for money damages between us in excess of \$10,000. Specifically, claims for monetary damages in excess of \$10,000 shall be submitted to the American Arbitration Association, www.adr.org, for binding resolution under its Commercial Arbitration Rules or by separate mutual agreement to another arbitration institution.

This arbitration provision is intended to be broadly interpreted. It includes, but is not limited to:

 - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

For purposes of this section, references to "BRC," "PTD," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior agreements between us.

This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
 - Prefiling Notice Requirement.** A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to BRC/PTD should be addressed to: BRC, PO Box 215, 613 3rd Street, Palmerton, PA 18071, ATTN: Legal Department/Arbitration. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If BRC/PTD and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BRC/PTD may then commence an arbitration proceeding as described herein. During the arbitration, the amount of any settlement offer made by BRC/PTD or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BRC/PTD is entitled.
 - Right to Opt Out.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY BRC AND/OR PTD IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY MAIL TO BRC, PO BOX 215, 613 3rd STREET, PALMERTON, PA 18071, ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS AND BRC AND/OR PTD ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES BINDING ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH BRC AND/OR PTD OR THE DELIVERY OF SERVICE(S) TO YOU BY BRC AND/OR PTD. IF YOU HAVE PREVIOUSLY NOTIFIED BRC AND/OR PTD OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.
 - CLASS ACTION WAIVER AND OTHER RESTRICTIONS:**
 - YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH YOU MUST CONTACT BRC AND/OR PTD WITHIN SIXTY (60) DAYS), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.
 - YOU AGREE THAT YOU AND BRC/PTD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. ALL PARTIES TO AN ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR'S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN YOU AND BRC AND/OR PTD ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. NO ARBITRATION AWARD OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT NAMED PARTY TO THE ARBITRATION.
 - Location of Arbitration.** The arbitration will take place at a location convenient to you in the area where you receive the service from us.
 - PAYMENT OF ARBITRATION FEES AND COSTS:**
 - BRC AND/OR PTD WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES.
 - IF THE ARBITRATION PROCEEDING IS DECIDED IN BRC AND/OR PTD'S FAVOR, YOU SHALL REIMBURSE BRC AND/OR PTD FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDABLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE BRC AND/OR PTD FOR ANY OF THE FEES AND COSTS ADVANCED BY BRC AND/OR PTD.
 - IF THE ARBITRATION PROCEEDING IS DECIDED IN YOUR FAVOR, AND THE ARBITRATOR ISSUES YOU AN AWARD THAT IS GREATER THAN THE VALUE OF BRC/PTD'S LAST WRITTEN SETTLEMENT OFFER MADE BEFORE AN ARBITRATOR WAS SELECTED, THEN BRC/PTD WILL:
 - PAY YOU THE AMOUNT OF THE AWARD OR \$10,000 ("THE ALTERNATIVE PAYMENT"), WHICHEVER IS GREATER; AND
 - PAY YOUR ATTORNEY, IF ANY, TWICE THE AMOUNT OF ATTORNEYS' FEES, AND REIMBURSE ANY EXPENSES (INCLUDING EXPERT WITNESS FEES AND COSTS) THAT YOUR ATTORNEY REASONABLY ACCRUES FOR INVESTIGATING, PREPARING, AND PURSUING YOUR CLAIM IN ARBITRATION ("THE ATTORNEY PREMIUM").
 - IF BRC/PTD DID NOT MAKE A WRITTEN OFFER TO SETTLE THE DISPUTE BEFORE AN ARBITRATOR WAS SELECTED, YOU AND YOUR ATTORNEY WILL BE ENTITLED TO RECEIVE THE ALTERNATIVE PAYMENT AND THE ATTORNEY PREMIUM, RESPECTIVELY, IF THE ARBITRATOR AWARDS YOU ANY RELIEF ON THE MERITS.
 - THE ARBITRATOR MAY MAKE RULINGS AND RESOLVE DISPUTES AS TO THE PAYMENT AND REIMBURSEMENT OF FEES, EXPENSES, AND THE ALTERNATIVE PAYMENT AND THE ATTORNEY PREMIUM AT ANY TIME DURING THE PROCEEDING AND UPON REQUEST FROM EITHER PARTY MADE WITHIN 14 DAYS OF THE ARBITRATOR'S RULING ON THE MERITS.
 - IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, BRC AND/OR PTD WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.
 - Severability.** If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect.

In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and BRC and/or PTD have each agreed to waive, to the fullest extent allowed by law, any trial by jury.
 - Exclusions from Arbitration.** ONLY CLAIMS FOR MONEY DAMAGES MAY BE SUBMITTED TO ARBITRATION. YOU AND BRC AND/OR PTD AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY AMOUNT IN CONTROVERSY (INCLUDING CLAIMS FOR ATTORNEY'S FEES PERMITTED BY LAW) LESS THAN \$10,000 OR IS OTHERWISE PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS (MAGISTERIAL DISTRICT COURT IN PENNSYLVANIA); (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN BRC AND/OR PTD AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE. (6) CLAIMS FOR INJUNCTIVE ORDERS OR SIMILAR RELIEF MUST BE BROUGHT IN A COURT OTHER THAN CLAIMS RELATED TO WHETHER ARBITRATION IS APPROPRIATE, WHICH WILL BE DECIDED BY AN ARBITRATOR, NOT A COURT. YOU MAY NOT COMBINE A CLAIM THAT IS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT WITH A CLAIM THAT IS NOT ELIGIBLE FOR ARBITRATION UNDER THIS AGREEMENT.
 - Continuation.** This Arbitration Provision shall survive the termination of your Service(s) with BRC and/or PTD, or any agreement you may have with either.
- If you provided a wireless phone number while setting up your account, you specifically authorize this number to be used for contact from BRC/PTD for all account purposes including notices, advertisements, telemarketing, debt collection including messages using artificial or recorded voices. You may opt out of this authorization by notifying us pursuant to the privacy policy at www.brctv.com.
- You agree, in order for us to service your account, telemarketing, advertisements, notices and/or to collect monies you may owe, BRC/PTD and/or our agents may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of automatic dialing device, as applicable.

By signing below I have read and agreed to this agreement and am legally bound by it.

Signature (Account Holder)

Social Security Number or Driver's ID# (required)

Print Name

Date

Address (Location of Modem)

Billing Address (if different from above)

Modem Manufacturer, type and serial number
3/30/22