

SERVICE AND BILLING POLICIES

1. GMN Tri-County Broadband Internet is to be used for the sole purpose of Internet access only. We reserve the right to monitor the connection with prudence and cancel or terminate the connection if we reasonably believe that the customer is using the connection for other purposes, other than Internet access, without our express permission and understanding.
2. GMN Tri-County Broadband reserves the right to cancel its services to any customer at any time and for any reason to protect its network, business ventures, customer base and/or investments.
3. Customer agrees to stay connected with GMN Broadband, from the date of connection, for at least 90 days before disconnection. Early disconnection fee of \$25 will be assessed at disconnection.
4. Customer is responsible for updating account information with GMN Broadband which includes phone numbers. Only name on account can access or make changes to that account. Customer may contact office to add other account managers.
5. It is the Customer's responsibility to report billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. GMN Tri-County Broadband considers the rental of equipment that may be necessary to be installed at the customer's premises to permit connection of service.
6. In the event the customer is not the owner of the premises in which the equipment is to be installed, the customer warrants to GMN Tri-County Broadband that the owner consents to the company performing the installation and/or maintenance contemplated by this agreement and provides a copy of the written consent to GMN Broadband, before installation.
7. Customer hereby authorizes GMN Tri-County Broadband or its authorized representatives, to enter upon customer's property during reasonable hours, by appointment, for the purposes of installing, inspecting, maintaining, replacing, removing or otherwise dealing with the equipment, and authorizes same to make such connections and to perform such other operations as may be necessary or desirable to enable GMN Tri-County Broadband to render its service hereunder.
8. GMN Tri-County Broadband may discontinue service to customer at any time if customer fails to meet the terms and conditions of this agreement or any other agreements referenced herein.

LATE FEES, COLLECTION AND RECONNECTION CHARGES

1. Payment of your service bill is due on the 26th of each month. ALL accounts with a balance over \$200 are subject to DISCONNECTION. ALL accounts delinquent over 60 days are subject to service reduction or DISCONNECTION. A reconnection fee of \$10 will be processed on ALL disconnected accounts. Accounts disconnected must be paid in FULL, plus pro-rated amount for remainder of reconnection month before the account will be reconnected.
2. Past due accounts will be disconnected a maximum of 3 (three) times in a 365-day period. A 4th (fourth) disconnection in a 365-day period will result in permanent service termination. Customer will allow GMN Broadband to collect equipment within 10 business days of termination. Customer is responsible for any outstanding balance at the time of termination.
3. Customers may be charged a processing fee of \$30 for any checks returned due to insufficient funds, or for any credit card charge backs.

RESPONSIBILITY FOR ACCOUNT

1. Customer is responsible for all use of customer's account in all circumstances under any username or password used on that account. It is the sole responsibility of the customer to protect the confidentiality of customer's password.
2. Customer shall not resell or otherwise make available their connection outside their premises. Violation is subject to immediate and permanent disconnection.
3. Customer expressly agrees that the use of the service is at the sole risk of the customer. Customer's choice to view or access any content or materials using GMN Tri-County Broadband and its equipment is made at the sole discretion of the customer. Customer agrees to defend, indemnify and hold harmless GMN Tri-County Broadband, its affiliates and third party content and information service providers, and their respective officers, directors employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the customer's use of the service or the use of customer's account.
4. Customer may terminate service at any time by calling our office at least five business days in advance and make arrangements for pickup of all equipment within 14 days of termination. Customer remains responsible for payment of all service prior to disconnection, and for any payment remaining after arrangements are made for a GMN Tri-County Broadband representative to pick up equipment.
5. GMN Tri-County Broadband shall not have any responsibility for maintenance or repair of the customer's computer or other equipment. Customer acknowledges that GMN Tri-County Broadband shall not be liable for customer's computer, other hardware, software, or data, directly or indirectly related to this service. Hardware provided by GMN Tri-County Broadband at the point of installation is subject to the manufacturer's warranty.
6. GMN Tri-County Broadband provides web-based e-mail accounts for all customers. Customer may use an e-mail client such as Microsoft Outlook. GMN Tri-County Broadband is not responsible for any loss or damage to customer's computer due to use of our e-mail service.
7. Customer will be responsible for installing the appropriate software/hardware to avoid security breaches of their system. Customer agrees to defend, indemnify and hold harmless GMN Tri-County Broadband, its affiliates and third party content and information service providers, and their respective officers, directors employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the customer's use of the service or the use of customer's account.
8. Limitation of Liability from damages caused by accidents and natural effects to antenna structures. You agree that you have complete legal authorization and authority to place the required antenna structure where GMN Tri-County Broadband deems it is required. If any legal authority challenges such authority, you the client shall bear any and all of the responsibility. GMN Tri-County Broadband and/or its contractors install all equipment according to nationally accepted standards. Faults in materials or extreme weather can cause failure of the antenna structure allowing water leakage or impact damage and injury from the fall of the antenna structure. In no case will GMN Tri-County Broadband be responsible for any failure in the antenna structure and incidental or coincidental damages, all such damages are the responsibility of the client or client's insuring agency. GMN Tri-County Broadband is not financially responsible for any damages that occur during the installation or while on-site at the customer's location. GMN Tri-County Broadband installers assume that the client feels their roof or other structure is safe to walk and work on, if any damage or injury to GMN Tri-County Broadband employees or its contractors occurs from working or walking or climbing on a roof or any other structure, client and/or its insurer bears all responsibility.
9. Denial of Service attacks – Customer shall not contribute to or instigate Denial of Service attacks (DoS) or Distributed Denial of Service attacks (DDoS). This includes botnet and stressor services used by gamers to kick other players offline. Any customer found to be ordering such attacks will be immediately and permanently disconnected. Any customer found to be repeatedly

instigating such attacks against their IP address will be subject to disconnection. Any customer with a virus/worm/other computer infection causing attacks against their service, or contributing to such attacks, will be subject to disconnection.

10. Servers – Customer shall not run dedicated servers to provide any public services outside of their local area network. Examples include, but are not limited to, email, web hosting, file sharing, and proxy services and servers. Services such as RDP/VNC, IoT (Internet of Things, i.e. cameras, etc.) devices, and other low bandwidth services for personal use are permitted. Customer is solely responsible for all security related to such services.

EQUIPMENT

1. Unless purchased by the customer, at the time of cancellation the customer has 14 days to allow GMN Broadband to pick up equipment. All wireless equipment must be returned to GMN Tri-County Broadband in working condition
2. Customer shall acquire no interest in any equipment by virtue of any payments made thereto, or otherwise.
3. Customer agrees if they make repairs or otherwise alter, disturb or tamper with the equipment and/or firmware then GMN Tri-County Broadband reserves the right to charge normal service rates to get equipment and/or firmware/configuration back up to working order. Only GMN Tri-County Broadband, or its authorized representatives, are permitted to perform any work on such equipment. GMN Tri-County Broadband or its authorized representatives shall perform reasonable repairs and service calls concerning the equipment under normal warranty procedures. Outdoor equipment, cable, connectors, and other items have a life expectancy and may need to be replaced over time.
4. If due to mistreatment or negligence by the customer or persons within the customer's control or supervision, the equipment requires repair or service, customer shall be required to pay charges for such repair or service performed by GMN Tri-County Broadband or its authorized representatives. Any customer owned Ethernet adapters or other equipment are covered under applicable manufacturer warranties if originally purchased from GMN Tri-County Broadband.
5. In the event the equipment is lost, stolen or destroyed while in customer's possession, or in the event customer fails to allow GMN Tri-County Broadband to pick up within 14 days of termination of service, customer shall be responsible for the current replacement cost for all equipment listed on form.
6. The wireless equipment is the property of GMN Tri-County Broadband. Unauthorized possession or use of the equipment, or unauthorized use of the GMN Tri-County Broadband service, will subject the customer to criminal prosecution under Ohio State and Federal laws that pertain to theft of wireless and related equipment and services. Violators of these laws face fines, imprisonment, or both.

DMCA (Digital Millennium Copyright Act)

1. Customer will be in violation of our DMCA policy if we receive a DMCA copyright infringement notice for the IP address associated with the customer. We never release customer information in response to a DMCA notice unless required by law. A brief description of our policy follows. The full policy and associated documents are available on our website at <https://gmn4u.com>.
2. Violations will be processed as follows:
 - 1st Offense – Phone contact with customer. Copy of infringement notice and customer response notice email/mailed.
 - A. If no contact reached within 3 business days, account will be disconnected, and disconnection information sent. Customer must respond to be reconnected.
 - 2nd Offense – Immediate disconnection. Phone contact with customer then email/mail letter of disconnection, copy of infringement notice, letter of equipment retrieval and customer response notice.
 - A. Repeat violations (within a six-month time frame) will be subject to permanent disconnection and contacted by phone for retrieval of equipment and final payment due to GMN Broadband. They are not eligible for reconnection with GMN Broadband.

*** I have read and understand the information above and am willing to comply with the terms and conditions set forth in this document.**

Date: _____ Customer Signature: _____



11-6-20