



Buzz Broadband PHONE and 911 Policy:

This policy applies to Phone, Internet and related services (“Services”) delivered by Buzz Broadband (“Buzz Broadband”), a subsidiary of Covington Electric Cooperative.

The services that you receive from Buzz Broadband are subject to the terms of our PHONE and 911 Policy and any Addendums. As a subscriber to Buzz Broadband services you agree to comply with all terms contained in this agreement. These agreements are available online under “Legal Notices” at www.buzzbroadband.com.

I. EMERGENCY 911 DIALING:

EMERGENCY 911 DIALING LIMITATIONS

- 911 dialing will NOT work properly if you fail to register or update your 911 service with the correct location.
- 911 dialing will NOT work if there is an electrical outage or a broadband access outage.
- 911 dialing will NOT work if your service is suspended, disconnected, or terminated.
- You agree to hold Buzz Broadband harmless for any problems, failures, or misrouting of 911 emergency services.

Emergency 911 Access:

Our Buzz Broadband Voice (VoIP) phone service is electrically powered, and phone service, including access to emergency 9-1-1 and home security services, may not operate in the event of an electrical power outage.

Buzz Broadband equipment can be powered by an optional battery (customer owned), which may enable back-up service for a limited period. This battery backup may be purchased from Buzz Broadband. If your local Buzz Broadband system loses power or experiences other service issues, Buzz Broadband phone service may not be available.

Important 911 Notice: You may not move your equipment to a new address. If you do so, Enhanced 9-1-1 services will not operate properly as emergency operators will be unable to

accurately identify your location in an emergency. If you would like to establish service at a new address, you must call Buzz Broadband.

No Tampering with or Relocation of Equipment

You will not service, alter, modify, or tamper with Buzz Broadband Equipment or with the Services, or permit any other person not expressly authorized by Buzz Broadband to do so. You agree that the equipment and the Phone Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use such equipment or the Phone Services at another location, the Services, including but not limited to 911/E911, may fail to function or may function improperly. If you move the equipment or Services to another location without notifying Buzz Broadband you do so in violation of this Agreement and at YOUR OWN RISK.

Limitations of 911/E911 Dialing Limitations

The Services includes the ability to place calls to emergency dispatch operators by dialing "911" ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. If you have any questions about 911/E911, call Buzz Broadband customer service at (833) 399-2899 .

Correct Address

In order for your 911/E911 calls to be properly directed to emergency services, Buzz Broadband must have your correct service address. If you move the Services to a different address without Buzz Broadband' approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Services (including 911/E911) may fail altogether. Therefore, you must call Buzz Broadband customer service at (833) 399-2899 at least 10 days before you move the Services to a new address. All changes in service address require Buzz Broadband' prior approval. YOU UNDERSTAND AND ACKNOWLEDGE THAT BUZZ BROADBAND WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.

Network Congestion or Failures

Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem. Similar congestion and failures can occur with traditional phone service.

Service Interruptions Caused by Power Failures

Buzz Broadband uses the electrical power from your service location. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY LOSE ACCESS TO AND USE OF THE SERVICES, INCLUDING 911/E911, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (i) IF OUR NETWORK OR FACILITIES ARE NOT OPERATING; (ii) IF ELECTRICAL POWER TO THE EQUIPMENT IS INTERRUPTED AND SUCH DEVICES ARE NOT SUPPORTED BY A WORKING BATTERY BACKUP. You understand and acknowledge that your equipment may not have battery backup or another power source of its own.

Buzz Broadband will make battery backups available to Buzz Broadband phone customers for purchase. These backups will be owned and maintained by the subscriber. The subscriber acknowledges they are solely responsible to insure the battery backups are properly installed, maintained, tested, and repaired as needed.

Limitation on Liability

YOU ACKNOWLEDGE AND AGREE THAT THE BUZZ BROADBAND PARTIES AND THEIR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BUZZ BROADBAND PARTIES AND THEIR SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

II. **ROBOCALL MITIGATION PROHIBITIVE ACTIVITIES TERMS and CONDITIONS:**

The Company's Robocall Mitigation Plan requires the Company to comply with Federal law and regulations. Users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of Company services. We will specifically prohibit the following activities which may be complicit in illegal calling schemes:

- continuous or extensive chat line or conference call participation,

- use of free conference calling or similar services that Company in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- use of an open telephone line as a monitoring, intercom or similar service;
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
- restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;
- engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Company, or otherwise involving the Services or any Company account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.

III. **NATIONAL DO NOT CALL LIST:**

National Do Not Call List:

If you would like to add or remove your number from the National Do Not Call List, you may do so by calling 1-888-382-1222 or online at www.donotcall.gov.

Buzz Broadband reserves the right to modify this *Buzz Broadband Phone and 911 Policy* at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Effective: 08/01/2021