



## **Buzz Broadband Internet and Phone Service TERMS of SERVICE:**

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 Terms of Service 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](http://www.buzzbroadband.com).

### **I. PAYMENTS and FEES:**

Payment is due within 15 days of the invoice date. Accounts remaining unpaid 15 days after the invoice date are subject to a late fee. The account will be charged the greater of 5% or \$5 after the 15-day payment period. Accounts remaining unpaid 20 days after the invoice date may have service terminated or disconnected. Such termination does not relieve you of your obligation to pay the amount owed. Returned checks are subject to a \$30 charge. If you default on payment, you agree to pay the amount owed and reasonable expenses, including attorney fees, court costs, service fees and collection agency fees, incurred in enforcing its rights under this Agreement. Monthly fees will be charged one month in advance. Monthly service charges will be pro-rated if you cancel service. Subject to applicable charges and expenses, you may cancel service at any time by notifying Buzz Broadband at 833-399-BUZZ (2899) or in person at 18146 Galileo Drive, Opp, AL 36467.

Payments may be mailed to 18836 US Highway 84, Andalusia, AL 36421 or brought into our business office at 18146 Galileo Drive, Opp, AL 36467 ,or paid online at [www.buzzbroadband.com](http://www.buzzbroadband.com). Buzz Broadband also offers automatic payment services. Customers may pay their bill by using a debit or credit card. Buzz Broadband reserves the right to change monthly fees. You will be notified at least 30 days prior to any proposed change in rates.

### ***Resolution of Payment Disputes:***

Any dispute regarding charges to your account must be lodged within sixty (60) days of the date of the statement, or you will be deemed to have accepted the charges.

***Taxes, Fees and Surcharges:***

State and local governments may assess taxes, surcharges and/or fees on your use of the Buzz Broadband' facilities, networks, fiber optic cable, electronics, or other equipment (the "Buzz Broadband Network") and Buzz Broadband Services. These charges may be a flat fee or a percentage of your charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Buzz Broadband Network and Buzz Broadband Services. Such amounts are in addition to payment for the Buzz Broadband Network and Buzz Broadband Services.

***Pricing and Fees:***

You can find more information about pricing for the Services by calling Buzz Broadband at (833) 399-2899. Pricing of Services may change from time to time. THIS AGREEMENT INCORPORATES BY REFERENCE THE PRICING INCLUDED IN BUZZ BROADBAND'S THEN-CURRENT RATES AND SERVICES SCHEDULES.

***Reconnect and Service Call Fees:***

Buzz Broadband will charge a reconnect fee if a customer disconnects and reconnects more than two times in a 12-month period (rolling 12-months). This fee will be \$50 per reconnect.

Service calls will not be charged if the failure is caused by Buzz Broadband equipment. The customer may be required to pay a service call fee in the event they fail to help resolve the issue over the phone, if they caused the issue, or if customer owned equipment is the cause of the service call. This fee will be \$50 per service call.

II. **SERVICE INSTALLATION:**

***Rights to Install:***

Subscriber represents they have the legal rights to authorize the install of Buzz Broadband services at the service address provided to Buzz Broadband. This may require the subscriber to contact the owner, property manager, or homeowner's association to comply with rules, regulations, covenants, or restrictions. The subscriber also acknowledges Buzz Broadband, its employees, agents, contractors, and representatives will occasionally require access to the service

location, both inside and outside, for the purposes of inspection, maintenance, repair, or replacement of any components related to Buzz Broadband services.

The subscriber also represents they have the legal right to authorize the placement of aerial or underground cables on or above the service location property. This placement will typically follow existing utilities. By agreeing to allow the placement of cables the subscriber acknowledges there may be the need for occasional right of way maintenance to maintain the safety and the integrity of the broadband network.

***“Adult at Home” Policy:***

Our installers and technicians will not enter your home to perform any work unless a responsible adult (person 18 years old or older) is present. We realize this may cause an inconvenience for some of our customers, but this policy is essential to protect you and our employees.

III. **CUSTOMER PREMISE EQUIPMENT:**

Equipment provided by Buzz Broadband remains the property of Buzz Broadband and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to Buzz Broadband at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

Buzz Broadband will repair and/or replace the equipment we use to provide your services at no charge if the repair or replacement is not the result of your negligence, fault, or theft from your home. If you are experiencing problems with your service, contact your local Customer Service office. Customer Service contact information is available online at [www.BuzzBroadband.com](http://www.BuzzBroadband.com) or by calling 833-399-BUZZ (2899). Buzz Broadband does not repair equipment owned by you, such as DVD players, telephones, modems, computers, and televisions and is only responsible for bringing service to the input of such equipment.

***Damage to or Failure to Return Buzz Broadband Equipment:***

In the event any Buzz Broadband-provided equipment distributed to and/or installed for use in your service location(s) by or on behalf of Buzz Broadband (such equipment, the “Buzz Broadband Equipment”) is lost, stolen, damaged, destroyed, or otherwise not returned promptly to Buzz Broadband, you agree to pay the current replacement cost of the Buzz Broadband Equipment. We suggest that the Buzz Broadband Equipment in your possession be covered by your homeowners, renters, or other insurance. You understand that failure to pay the replacement charge will result in the matter being turned over to a collection agency and attorneys to pursue legal action.

***Unauthorized Use of Buzz Broadband Equipment or Services:***

Unauthorized use of Buzz Broadband Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. Buzz Broadband will press charges against all violators. You will be liable for all unauthorized use of the Services and for any and all stolen Services. You agree to notify Buzz Broadband immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the Buzz Broadband Equipment has been stolen or that your Services are being stolen or used without your authorization. If you fail to notify Buzz Broadband in a timely manner, your Services may be terminated without notice, with additional charges to you.

***Service and Maintenance Procedures:***

In the event of a problem with your Service or Buzz Broadband Equipment, you should contact Buzz Broadband Customer Service at 833-399-BUZZ (2899). Depending on the nature of the problem, we may at our option schedule an appointment for our Service Technician to visit your service location home, usually by the next business day. Buzz Broadband does not charge for service calls if Buzz Broadband Equipment caused the problem. You agree to cooperate by all reasonable means to allow a Buzz Broadband representative to inspect its facilities either inside or outside the place of attachment and with its attempts to resolve a service or equipment problem. You agree that Buzz Broadband is not obliged to service any Customer Equipment, including your telephone or fax equipment. In the event Buzz Broadband determines in its sole judgment that the problem was caused by Customer Equipment, Customer negligence, lack of knowledge, Customer software, Customer-installed wiring or hardware, purchased Equipment not covered by its limited warranty, or any problem not caused by Buzz Broadband, you agree to pay for the service appointment and our reasonable charges for repair. You will be informed of this cost prior to a technician being dispatched to make any repairs. In some cases, Buzz Broadband may decline to undertake the repair.

If a problem is not resolved to your satisfaction, you may write or call us with concerns or complaints. Emergencies such as fallen trees or utility poles, violent storms or very cold weather may interfere with the Services. Our crews are promptly dispatched to correct any emergency when practicable. As these situations may affect a large service area, it may take several days to resume full service to the entire area.

IV. **CUSTOMER OWNED and/or PROVIDED EQUIPMENT:**

***Specifications:***

Any customer-owned or provided equipment that you use in connection with the Services (except equipment purchased from Buzz Broadband) ("Customer Equipment") must meet Buzz Broadband's current minimum technical and other requirements.

***No Warranty:***

If you install or use Customer Equipment in connection with the Services that does not meet the minimum technical or other requirements described above (a "Non-Recommended Configuration"), you agree that you will not be entitled to customer support relating to any issues other than the quality of the signal delivered to the Customer Equipment. NEITHER BUZZ BROADBAND NOR ANY OF ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, THEIR AGENTS, OR ASSOCIATED PARTIES ("BUZZ BROADBAND PARTIES") WARRANT THAT A NON-RECOMMENDED CONFIGURATION OR THE USE OF CUSTOMER EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT. NONE OF THE BUZZ BROADBAND PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE, INCLUDING BUT NOT LIMITED TO LACK OF 911/E911 OR LACK OF DIALING ASSOCIATED WITH A SECURITY SYSTEM, HOME DETECTION OR MEDICAL MONITORING SYSTEM. For purposes of this Agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with Buzz Broadband. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

***Maintenance of Customer Equipment:***

Buzz Broadband shall have no obligation to provide, maintain, or service Customer Equipment. You agree to allow us the rights to send software and/or downloads to Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment.

V. **SPECIFIC PROVISIONS REGARDING PHONE SERVICES:**

***Calling Plans:***

Unlimited Local and Long Distance Calling service allows you to call anyone, anytime, anywhere in the United States, U.S. Territories and Canada as frequently as you like for one simple monthly price, based on the package of services you purchase from Buzz Broadband. Current rates and offers are available at [www.BuzzBroadband.com](http://www.BuzzBroadband.com). Additional charges apply for taxes, fees, international calling and calls to directory assistance and operator services.

Your Buzz Broadband phone charges will appear as a series of line items on your Buzz Broadband bill. You may request a mailed copy of your recent outbound calling details by contacting Customer Service at 833-399-BUZZ (2899). All calls to international locations will be billed on a per minute basis. Current rates for calls to all locations outside the United States, Canada, Mexico, the Caribbean and U.S. Territories can be found at [www.buzzbroadband.com](http://www.buzzbroadband.com). Charges for directory assistance, operator services, and unpublished listings ("Additional Charge Services") are not included in Calling Plans and will be billed separately, based on usage. Additional information about Calling Plans, rates and additional charge services may be requested by calling Customer Service on 833-399-BUZZ (2899).

Buzz Broadband phone service is compatible with most home monitoring and security systems. If you plan to use Buzz Broadband phone service with your home monitoring and security system, you must contact your service provider in order to test the compatibility of the service

with Buzz Broadband phone service. Buzz Broadband will not be responsible for the cost of conducting any tests or configuring your monitoring or security system.

### ***Third-Party Phone Charges***

The Services may allow you to access other Internet service providers, other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers), and other third-party providers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

### ***Taxes and Other Charges***

All charges stated in the Rates and Services Schedules are computed by Buzz Broadband exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, universal service fees, duties, surcharges, fees or similar liabilities. Such taxes, fees, surcharges, duties, liabilities or other charges must be paid in addition to the rates and charges set forth in the Rates and Services Schedules. You must pay all taxes, fees, surcharges, and other charges that we bill you for the Services. Taxes and surcharges will be in the amounts that federal, state, and local authorities require us to bill you. Buzz Broadband will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

### ***Use and Maintenance of Equipment for Phone Service***

In order to use the Services, you are required to provide certain Customer Equipment such as a phone handset or equivalent, phone inside wire and outlets, and a powered electrical outlet. Buzz Broadband does not guarantee that you will also be able to attach telephones to the jacks within your premises to use the Service, but you may request our assistance in attempting to enable such use. Additional charges may apply.

### ***Incompatible Equipment and Services***

You acknowledge and understand that the Buzz Broadband Phone Services may not support or be compatible with (i) Non-Recommended Configurations; (ii) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems; (iii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iv) casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (v) 211, 311, or other x11 calling (other than 411, 511, 611, 711, and 911); and (vi) other call types not expressly

set forth in our product literature (e.g., outbound shore-to-ship calling and outbound satellite calling).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE BUZZ BROADBAND PARTIES AND THEIR SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE BUZZ BROADBAND EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH THIS DOCUMENT.

### ***You Assume the Risk of High-Risk Activities***

The Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

### ***Switching to Buzz Broadband from Another Provider***

If you are switching to Buzz Broadband Services from another service provider, you may transfer your existing phone number (if any) to our Services, provided that (i) you request the phone number transfer when you place your order for our Services; (ii) your current service provider releases your existing phone number, at our request, without delay or charge; (iii) transfer of your existing phone number to our Services would not, in our view, violate applicable law or our processes and procedures; (iv) you acknowledge and agree that Buzz Broadband will not transfer numbers from certain other service providers, (v) you acknowledge and agree that if your equipment is set up before the date that the number transfer becomes effective ("Port Effective Date"), you may only be able to make limited outgoing calls over the phone that you have connected to such equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Services; and (vi) you acknowledge and agree that to avoid an interruption in your phone service, it is extremely important that you have the equipment installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your equipment is not yet activated, you will not have access to our Services. Therefore, you will not have service for that phone number. If you have questions about the timing of your Port Effective Date, please contact Buzz Broadband.

### ***Switching from Buzz Broadband to Another Provider***

To transfer your phone number from Buzz Broadband to another service provider, you must terminate the Phone Services and place the transfer order through your new service provider (and not through Buzz Broadband). Buzz Broadband will release your phone number to your new service provider, provided that (i) your new service provider requests the transfer upon

termination of your account; (ii) your new service provider is willing to accept transfer of the phone number without delay or charge; and (iii) transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

***Limitations on Liability for Directories and Directory Assistance***

THE LIMITATIONS IN THIS SECTION SHALL APPLY WHERE WE MAKE AVAILABLE A DIRECTORY LISTING OR PUBLICATION OPTION. IF (i) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED UNLISTED STATUS IS PUBLISHED IN ANY DIRECTORY; (ii) ANY PHONE NUMBER FOR WHICH YOU HAVE REQUESTED NONPUBLISHED STATUS IS INCLUDED IN ANY DIRECTORY, ANY DIRECTORY ASSISTANCE DATABASE, OR IS OTHERWISE DISCLOSED TO ANY UNAUTHORIZED PERSON; (iii) ANY PHONE NUMBER WHICH YOU REQUESTED BE PUBLISHED OR LISTED IN ANY DIRECTORY OR DIRECTORY ASSISTANCE DATABASE IS NOT SO PUBLISHED OR LISTED, OR (iv) ANY PUBLISHED OR LISTED PHONE NUMBER CONTAINS MATERIAL ERRORS OR OMISSIONS, THEN THE TOTAL LIABILITY OF THE BUZZ BROADBAND PARTIES AND THEIR SERVICE PROVIDERS IN CONNECTION WITH THE DESCRIBED ERROR OR OMISSION SHALL NOT IN THE AGGREGATE EXCEED THE MONTHLY CHARGES, IF ANY, WHICH YOU HAVE ACTUALLY PAID TO BUZZ BROADBAND TO LIST OR NOT TO LIST OR TO PUBLISH OR NOT PUBLISH THE NUMBER FOR THE AFFECTED PERIOD. YOU SHALL HOLD THE BUZZ BROADBAND PARTIES AND THEIR SERVICE PROVIDERS HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE ERRORS AND OMISSIONS DESCRIBED ABOVE.

VI. **SERVICE DISCONNECTION and SEVERABILITY:**

You may request that your services be disconnected at any time. Buzz Broadband will schedule a disconnect appointment for you, or you may come to our office to return any Buzz Broadband equipment (e.g., Residential Gateways). Unless otherwise provided by applicable law, billing for any disconnected services will stop on the date that the applicable equipment is returned.

Buzz Broadband reserves the right to disconnect Buzz Broadband provided services if the subscriber is determined to have violated Buzz Broadband Policies. These policies include the Terms of Service, the Acceptable Use policy, the Phone Service Agreement, along with other policies that the subscriber may agree to. Nothing in this agreement requires Buzz Broadband to continue to offer service if the subscriber fails to meet the conditions contained with the Buzz Broadband policies. Buzz Broadband does not require a contract; therefore, the subscriber may disconnect at any time.

VII. **TERMINATION:**

The term of this Agreement shall commence from the time that the Services are activated and shall continue thereafter until terminated as provided for in this Agreement. If you self-install Buzz Broadband Equipment that we have provided to you, Service charges begin the earlier of (i) the day you install, or pick up from an Buzz Broadband office or employee, such equipment, or (ii) five (5) days after the shipment date. Service is provided on a month-to-month basis unless you agreed to a specified minimum renewal term, in which case you agree to maintain and pay for your Service for the duration of the specified minimum renewal term. In the event of any termination prior to the expiration of the initial term of your Service contract or any specified minimum renewal term, you will be responsible for payment of an early termination fee equal to the product of your aggregate monthly charges multiplied by the number of months remaining in your then current initial Service contract term or specified minimum renewal term.

### ***Termination by You***

You may change or cancel individual Services by calling the Buzz Broadband customer Service number on your Buzz Broadband bill, subject to the applicable terms and conditions in the Buzz Broadband Rates and Services Schedules. This Agreement remains in effect for any Services that you continue to be enrolled in, use, or pay for.

### ***Suspension and Termination by Buzz Broadband***

We may suspend, restrict, or cancel the Services and this Agreement, if you do not make payments for current or prior bills by the required due date, including payments for late fees, deposits, or any other required additional charges. If Services are suspended, restricted, or cancelled, charges will continue to accrue through the date that Buzz Broadband fully processes the suspension, restriction, or cancellation. You must pay all outstanding charges for these Services, including payment of any bills that remain due after the date of cancellation. You must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges and other amounts owed to us. If you want us to restore Services following any such suspension, restriction, or cancellation, we may require that you pay a deposit and installation charges. You understand and acknowledge that all Buzz Broadband Phone Services will be disabled because of termination of your account.

### ***Your Obligations Upon Suspension or Termination***

You agree that upon suspension of Services or termination of this Agreement you will (i) immediately cease use of the Services and all Buzz Broadband Equipment; (ii) pay in full for your use of the Services and the Buzz Broadband Equipment (including any and all fees, charges and expenses, including early termination fees, contemplated hereby) up to the later of the effective date of termination of this Agreement or the date on which the Services are disconnected and all Buzz Broadband Equipment has been returned; and (iii) return the Buzz Broadband Equipment to Buzz Broadband, by any method reasonably requested by us, within ten (10) days after termination of the Agreement. Upon our request, you will permit Buzz Broadband and our employees, agents, contractors, and representatives to access your premises during regular business hours to remove the Buzz Broadband Equipment and other material

provided by Buzz Broadband. Buzz Broadband will conduct this removal at a time agreed on by you and us, and you will ensure that all Buzz Broadband Equipment is returned to Buzz Broadband. You may be responsible for paying an equipment return charge and any previously agreed to charge if Buzz Broadband must come to the Premises to recover the Buzz Broadband Equipment. If Buzz Broadband incurs collection or legal costs as a result of your failure to comply with this Section, you will be liable for not only the value of the Buzz Broadband Equipment, but also for collection and attorneys' fees as well as court costs upon judgment.

### ***Deletion of Customer Information***

Buzz Broadband and its service providers reserve the right both during the term of this Agreement and upon its termination to delete your voice-mail, data, files, or other Customer information that is stored on Buzz Broadband' or its Service Providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such voice- mail, data, files, or other Customer information.

### ***Buzz Broadband Firmware and Software***

The Services and Buzz Broadband Equipment, including any firmware or software that may be embedded in the Buzz Broadband Equipment or used to provide the Services, are protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. This license will commence upon your acceptance of the relevant Services and will terminate immediately upon the termination of the Services for any reason. Buzz Broadband and its licensors retain all rights and interests in and to any such software of firmware. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Buzz Broadband Equipment or used to provide the Services. You expressly agree that you will use the Buzz Broadband Equipment exclusively in connection with the Services. You are permitted to archive the software or re-load the software disk in its original format. All such copies must contain the same copyright notices and proprietary markings as the original software. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

If you decide to use the Services through an interface device not provided by Buzz Broadband, which Buzz Broadband reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless Buzz Broadband against any and all liability arising out of your use of such interface device with the Services.

## **VIII. LIMITATION of LIABILITY; INDEMNIFICATION; NO WARRANTIES:**

***No Warranties:***

THE BUZZ BROADBAND EQUIPMENT AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE BUZZ BROADBAND PARTIES NOR THEIR SERVICE PROVIDERS WARRANT THAT THE BUZZ BROADBAND EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR, OR THAT THEY WILL NOT INTERFERE WITH OTHER THIRD-PARTY EQUIPMENT OR SERVICES. NEITHER THE BUZZ BROADBAND PARTIES NOR THEIR SERVICE PROVIDERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED COMPLETELY OR IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED. NEITHER THE BUZZ BROADBAND PARTIES NOR THEIR SERVICE PROVIDERS WARRANT, OR SHALL BE RESPONSIBLE IN ANY REGARD, FOR ANY MERCHANDISE

OR SERVICES ORDERED THROUGH THE SERVICES FROM THIRD PARTIES OR OTHER COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH CHARGES AND SHALL INDEMNIFY BUZZ BROADBAND FOR ALL LIABILITY IN CONNECTION THEREWITH.

***Limitations on Liability for Malfunctions and Intellectual Property Claims:***

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, OR OTHERWISE), SHALL THE BUZZ BROADBAND PARTIES OR THEIR SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES, INCLUDING LACK OF 911/E911 OR LACK OF DIALING ASSOCIATED WITH A SECURITY SYSTEM, HOME DETECTION OF MEDICAL MONITORING SYSTEM, OR THE USE OR ATTEMPTED USE OF OR CUSTOMER'S RELIANCE ON OR USE OF THE BUZZ BROADBAND EQUIPMENT, PURCHASED EQUIPMENT, OR THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURES OR MALFUNCTION, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, LOSS OF INFORMATION OR DATA, OR FAILURE OF PERFORMANCE OF THE BUZZ BROADBAND EQUIPMENT OR SERVICES; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION

WITH, ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE BUZZ BROADBAND EQUIPMENT OR THE SERVICES BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

***Limitations on Buzz Broadband' Liability for Customer Equipment and Software:***

Customer Equipment may be damaged or suffer service outages as a result of the installation, use, inspection, maintenance, repair, and removal of the Buzz Broadband Equipment and the Services. Except for gross negligence or willful misconduct by us, none of the Buzz Broadband Parties shall have any liability whatsoever for any damage, loss, or destruction to the Customer Equipment. In the event of gross negligence or willful misconduct by Buzz Broadband, we shall pay at our sole discretion for the repair or replacement of the damaged parts up to a maximum of \$250. This shall be your sole remedy relating to such activity. Use of certain features of the Services, such as integrated messaging (where available), may require special software, applications, or access to web portals. Buzz Broadband makes no representation or warranty that any software or application installed on your computers or web portal does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any computer and other hardware of yours from damage to its software, files, and data as a result of any such virus or other harmful feature. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your computer, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER THE BUZZ BROADBAND PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

Buzz Broadband does not represent, warrant, or covenant that the installation of the special software or applications described in the preceding paragraph or access to our web portals will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to your computer. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER THE BUZZ BROADBAND PARTIES NOR ITS SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

***Limitations on Buzz Broadband liability for Third Parties:***

Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Services, including without limitation

their services, equipment, and infrastructure ("Service Providers"). Buzz Broadband is not responsible for the performance or non-performance of third-party services, equipment, or infrastructure, whether or not they constitute components of the Services. Buzz Broadband shall not be bound by any undertaking, representation, or warranty made by an agent or employee of Buzz Broadband or of our Service Providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. The limitations of liability set forth herein apply to any acts, omissions, and negligence of the Buzz Broadband Parties and their Service Providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

***Customer's Indemnification of Buzz Broadband:***

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE BUZZ BROADBAND PARTIES AND THEIR SERVICE PROVIDERS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR YOUR AND YOUR USERS' USE OF THE SERVICES OR ANY BUZZ BROADBAND EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS

OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR LACK OF DIALING ASSOCIATED WITH A SECURITY SYSTEM, HOME DETECTION, OR MEDICAL MONITORING SYSTEM. YOU AGREE THAT BUZZ BROADBAND SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE OF THE SERVICES OR THE BUZZ BROADBAND EQUIPMENT. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

***Service Interruptions Due to Technical Malfunctions and Force Majeure Events:***

In the event of complete failure of a Service due to technical malfunction for 24 consecutive hours or more, you are entitled to a prorated credit upon request. To qualify for a credit, you must request it within 30 days of the failure. THE FOREGOING IS YOUR SOLE REMEDY FOR A SERVICE INTERRUPTION. YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE INTERRUPTIONS OF THE SERVICES DUE TO ACTS OF GOD, WAR, WEATHER, POWER FAILURES, EQUIPMENT FAILURES, OR OTHER SIMILAR EVENTS BEYOND THE CONTROL OF BUZZ BROADBAND. NONE OF THE BUZZ BROADBAND PARTIES OR THEIR SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR INTERRUPTIONS OF SERVICE DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL, OR FOR CLAIMS OR DAMAGES ARISING FROM SUCH INTERRUPTIONS.

***Customer's Sole Remedies:***

Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. If any of the above exclusions is found invalid, the liability of the Buzz Broadband Parties and their service providers is limited to the maximum extent permitted by law.

### ***Home Wiring:***

The following notice will serve to inform you of your options regarding the home wiring located within your dwelling that is used to provide service. Home wiring is the cable (fiber optics, data and other cables) which runs from your equipment to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, connections and fittings or wall plates attached to the wire but does not include devices such as network terminals, network termination devices, residential gateways and Wifi routers, and other devices.

Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of telecommunications service. However, even prior to termination of service, we allow our customers to remove, replace, rearrange, repair or maintain any wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your home wiring in a way that impairs the integrity of the system, such as by creating interference, or which may cause a violation of government regulations.

Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors.

If you choose to have us remove, replace, rearrange or maintain the wiring inside your home, you will be charged our regular hourly service charge on a per-visit basis. For maintenance, you have the option of purchasing our optional inside wiring maintenance plan for a small monthly fee. This optional program covers most but not all home wiring problems. For example, it does not cover damage to home wiring caused by you or any third party should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or maintenance of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned consumer electronics equipment such as televisions, DVDs, DVRs, home antennas, etc., which may be connected to home wiring. We are, however, responsible for problems relating to any equipment which you lease from us, other than problems caused by tampering, neglect or abuse.

You also have the option of removing, repairing, rearranging or maintaining the home wiring yourself or of hiring a qualified outside contractor to do the work for you. It is extremely important that only high-quality home wiring materials be used and that these materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations.

In the event of improper installation by anyone other than Buzz Broadband or in the event the use of improper materials causes signal degradation and/or leakage, you may be held responsible for the cost of rectifying the problem. Also, Buzz Broadband may be required under federal law to terminate your Service until the problem can be remedied.

### IX. **MISCELLANEOUS:**

### ***How to Contact Buzz Broadband***

For any inquiries or notices required in connection with this Agreement, you may contact us in writing at 18146 Galileo Drive, Opp, AL 36467 here, or by calling our customer service line at (833) 399-2899 during normal business hours.

### ***How You Will Receive Notices***

Notices from you to Buzz Broadband must be provided as specified in this Agreement or the Rates and Services Schedules. Notice from you to Buzz Broadband made by calling Buzz Broadband is effective as of the date that our records show that we received your call. Buzz Broadband's notice to you under this Agreement will be provided by one or more of the following methods: posting on the Buzz Broadband web site ([www.buzzbroadband.com](http://www.buzzbroadband.com)), recorded announcement, bill message, bill insert, postcard, letter, call to your billed telephone number, or E-mail to an address provided by you.

### X. **ARBITRATION:**

(a) EXCEPT FOR (i) CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW; (ii) CLAIMS BROUGHT BY BUZZ BROADBAND RELATED TO UNPAID CHARGES FOR THE SERVICES OR BUZZ BROADBAND EQUIPMENT; OR (iii) CLAIMS BROUGHT BY BUZZ BROADBAND FOR UNAUTHORIZED USE OF THE SERVICES OR BUZZ BROADBAND EQUIPMENT, ALL THREE OF WHICH MAY BE BROUGHT IN ANY FORUM, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

(b) IF ANY CLAUSE WITHIN THIS ARBITRATION SECTION (OTHER THAN THE CLASS ACTION WAIVER CLAUSE) IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THAT CLAUSE WILL BE SEVERED FROM THE ARBITRATION PROVISION, AND THE REMAINDER OF THIS ARBITRATION SECTION WILL BE GIVEN FULL FORCE AND EFFECT. IF THE CLASS ACTION WAIVER CLAUSE IS FOUND TO BE ILLEGAL OR UNENFORCEABLE, THE ENTIRE ARBITRATION

SECTION WILL BE UNENFORCEABLE. IN THE EVENT THAT THIS ENTIRE ARBITRATION SECTION IS DETERMINED TO BE ILLEGAL OR UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THIS ARBITRATION SECTION, YOU AND BUZZ BROADBAND HAVE EACH AGREED TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

XI. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER:**

You represent and warrant that you are at least eighteen (18) years of age. You may, at your discretion, permit minors to use the Services under adult supervision. You are solely responsible for monitoring all material that is accessed by minors using your Services. You also represent and warrant that you have provided and will continue to provide to Buzz Broadband accurate, complete, and current customer information, including but not limited to your legal name, address, phone numbers, and payment data (including but not limited to credit card numbers and expiration dates). You agree that during the term of this Agreement you will promptly notify us if there is any change in the information that you have provided to us in accordance with the terms of this Agreement. If you fail to provide and maintain accurate information, you thereby breach this Agreement.

XII. **NO RELATIONSHIP BETWEEN BUZZ BROADBAND AND OTHER PROVIDERS:**

Nothing in this Agreement will create any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between Buzz Broadband and any providers of content or of backbone, network, circuit, and other technology or communications; between Buzz Broadband and any software and other licensors; between Buzz Broadband and any hardware and equipment suppliers; or between Buzz Broadband and any other third-party providers of elements of the Services. Nor will anything in this Agreement impose upon any such companies any obligations for any losses, debts, or other obligations incurred by the other.

XIII. **NO RESALE:**

You shall not resell or transfer the Buzz Broadband Service or access to the Buzz Broadband Network to another party without our prior written consent. You are prohibited from using the Buzz Broadband Network or any Buzz Broadband Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voice-mail broadcasting or fax or voice-mail blasting or bulk E-mailing.

XIV. **NO THIRD-PARTY RIGHTS:**

These Terms of Service shall not provide any third party with a remedy, claim or right of reimbursement.

XV. **ACT BEYOND BUZZ BROADBAND CONTROL:**

Neither you nor Buzz Broadband will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorist acts, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

XVI. **PROTECTION of BUZZ BROADBAND INFORMATION and MARKS:**

All Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively " Buzz Broadband Marks") of Buzz Broadband are and shall remain the exclusive property of Buzz Broadband. Nothing in this Agreement shall grant you the right or license to use any of the Buzz Broadband Marks.

XVII. **TRADEMARKS:**

All trademarks appearing on the Services are the property of their respective owners, including, without limitation, Buzz Broadband.

Buzz Broadband reserves the right to modify these Terms of Service at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

This Buzz Broadband Terms of Service document was last updated on August 18, 2021.

XVIII. **GOVERNMENT TORT LIABILITY:**

Nothing contained in these Terms and Conditions or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by Buzz Broadband of any provision, substantive or procedural of any provision of federal, state, or local law affording Buzz Broadband protection from or limitation of tort or other liability.

If we do not enforce any right or remedy available under these Terms of Service, that failure is not a waiver. Except where these Terms of Service specifically provide otherwise, if any part of these Terms of Service is held invalid or unenforceable, the remainder of these Terms of Service will remain in force.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF SERVICE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST BUZZ BROADBAND BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF ALABAMA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH BUZZ BROADBAND; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF ALABAMA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR

CLAIMS, EXCEPT AS SET FORTH IN THE ARBITRATION TERMS CONTAINED IN THESE TERMS OF SERVICE.

XIX. **COVID-19 WAIVER:**

COVID-19 WAIVER. WHEREAS, Customer desires to have internet services installed in their home or business (the "Installation") provided by Buzz Broadband and other third party independent contractors working with Buzz Broadband (collectively the "Installers").

WHEREAS, Customer is aware of and acknowledges that there exists a current worldwide pandemic caused by the COVID-19 virus and that the Centers for Disease Control have issued recommendations and guidelines relative to said COVID-19 virus, including guidelines regarding individuals coming into contact with each other. Customer understands the risks inherent in having Installers complete the Installation in Customer's home or business, including, but not limited to the risk of contact between Customer and Installers, and nevertheless desires to have Installers complete such Installation.

NOW THEREFORE, in exchange for the Installers agreeing to perform the Installation, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer hereby covenants and agrees as follows.

CUSTOMER IS AWARE AND UNDERSTANDS THAT THE INSTALLATION MAY INVOLVE EMPLOYEES, AGENTS, CONTRACTORS AND/OR TECHNICIANS OF INSTALLERS ENTERING INTO CUSTOMER'S DWELLING OR PLACE OF BUSINESS AND COMING INTO CONTACT WITH CUSTOMER OR OTHER PERSONS THEREIN. CUSTOMER IS AWARE AND UNDERSTANDS THAT THE INSTALLATION MAY INVOLVE THE RISK OF EXPOSURE OF CUSTOMER AND OTHER PERSONS AT CUSTOMER'S DWELLING OR BUSINESS TO THE COVID-19 VIRUS, AND THAT SUCH EXPOSURE MAY RESULT IN SERIOUS INJURY AND/OR DEATH. HAVING KNOWLEDGE OF THE POTENTIAL RISKS INVOLVED, CUSTOMER VOLUNTARILY REQUESTS THAT THE INSTALLERS PROCEED WITH THE INSTALLATION AND CUSTOMER HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, OR DEATH RELATED TO CONTRACTION OF THE COVID-19 VIRUS, AND TO HOLD INSTALLERS HARMLESS FROM THE SAME, WHETHER CAUSED BY THE NEGLIGENCE OF THE INSTALLERS OR OTHERWISE.

Customer hereby expressly waives and releases any and all claims, now known or hereafter known, against each of the Installers, and their officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, death, or property damage arising out of, related to, incident to or attributable to the Installation or coming into contact with the Installers or Releasees, whether arising out of the negligence of the Installers or any Releasees or otherwise. Customer covenants forever not to make or bring any claim, demand, action, cause of action or suit of any kind or nature against any of the Installers or any other Releasee, arising out of, related to or incident to the Installation or coming into contact with the

Installers or Releasees, and forever releases and discharges each of the Installers and all other Releasees from liability under such claims. Customer acknowledges and agrees that Installers would not perform the Installation without Customer executing this Agreement, and that Customer has not been pressured to enter into this Agreement. Customer shall defend, indemnify, and hold harmless each of the Installers and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, arising out or resulting from any claim of a third party related to the Installation.

This Agreement constitutes the sole and entire agreement of the Customer with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement is binding on and shall inure to the benefit of the Installers and Customer and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in the county where account is located the State of Alabama and Customer hereby consents to the exclusive jurisdiction of such courts.

**Buzz Broadband reserves the right to modify this *Buzz Broadband Internet and Phone Service TERMS of SERVICE* 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**