

RELYANT COMMUNICATIONS TERMS AND CONDITIONS POLICY

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT IS PROVIDED FOR YOUR CONVENIENCE IN EXPLANATION OF THE POLICIES SET FORTH BY RELYANT COMMUNICATIONS IN THE PROVISIONING AND PROVIDING OF RETAIL SERVICES

By making application for retail services as provided by Relyant Communications; you are agreeing to these TERMS OF SERVICE (TOS) as a condition of accepting to receive the Services. For purposes of these TOS, "you" and "your" refer to the person purchasing the Services. "We," "our," "us," refer to RELYANT COMMUNICATIONS AND AFFILIATES now referred to as "Relyant".

Relyant will comply with all applicable federal, state and local laws and associated tariffs, to the extent that such laws and tariffs rules apply to Relyant and its obligations under the TOS. If there is any conflict between the TOS and such applicable law, such applicable law or tariff controls. These conflicts could include, but are not limited to, fees and charges for service, billing and payments, notices, and your rights and remedies.

Legal Authority. You must be at least 18 years of age to purchase the Services as an individual or to accept these TOS as an authorized representative for the person or entity who purchases the Services. By accepting these TOS, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting these TOS, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept these TOS; and you are also confirming that these TOS constitute a valid and binding obligation of yours. By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in these TOS, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the Relyant (relyantcommunications.com) web site, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned

terms and conditions, do not use the Services, and cancel the Services immediately by calling Relyant at 1-706-678-2121 for further directions.

Updates. These TOS may be updated or changed from time to time. You can review the most current version of these TOS at any time at: relyantcommunications.com. If Relyant makes a change to these TOS and that change has a material impact on the Services, the TOS updates will be amended and said change will be reflected on this document to be found on our website: relyantcommunications.com providing notice of that change. Your continued use of the Services following such notice constitutes your acceptance of those changes.

ACCEPTABLE USE AND PRIVACY POLICIES (for use RELYANT BROADBAND SERVICES)

Use of the Services is subject to the **RELYANT Acceptable Use Policy** available at relyantcommunications.com, which is incorporated herein by reference. Once you have purchased the Services you will have an account with Relyant.

INSTALLATION/SERVICE

You will be responsible for the payment of service charges for visits made by Relyant or its subcontractors to your premises when a service request results from causes not attributable to Relyant or its subcontractors. You will provide Relyant and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and if you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes, you agree to the terms and conditions and associated charges with respect to the related access and subsequent work requested during said visit. You understand and agree that Relyant may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Relyant deems appropriate for the work to be performed. You further agree that you will have obtained and previously provided to the Relyant representative upon making application of said service written authorization from the property owner for Relyant to make such amendments to said property for the purpose to install requested services.

You acknowledge that Relyant may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give Relyant permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify Relyant from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the services.

FEES AND CHARGES

Agreement to Pay. You agree to pay all fees and charges for the Services associated with your Relyant Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, Relyant may pay taxes, fees, and surcharges to municipalities and other governmental entities, which Relyant may pass on to you.

Late Payment Charge and Dishonored Check or Other Instrument Fee. If the entire amount of payment due is not received by the payment due date, a late payment charge will be charged to you. Relyant may assign unpaid late balances to a collection agency for appropriate action. You agree to reimburse Relyant for all costs and expenses incurred to recover sums due, including the fees of any collection agency, attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit/debit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason.

Changes to Fees & Charges. If you signed up for Services for a specified term, you agree that if you cancel your plan before the end of the term, you will pay any applicable early termination fee. At the conclusion of your term, Relyant will automatically begin charging the applicable then current retail month-to-month fee. If you purchased the Services as part of a bundled offering with one or more other products and are receiving a discount based upon that bundled offering, your discount may cease and you may be billed the standard monthly rate for the Services if you change or disconnect one or more of the services in the applicable bundle.

Relyant may, upon notice as required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges.

BILLING AND PAYMENTS

Advance Payments, Deposits, Fees and Limits. We may require you to make pre-payments or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in these TOS or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate.

Payment Cycle and Cancellation. Billing for the Services commences when Relyant has provisioned the Services. Recurring charges for each month's Services will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services will include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination you will be charged for the pro-rated number of days for which you had Services in that billing cycle and, if applicable, you will receive a credit for any balance of payments for Services billed in advance.

Method of Billing/Payment. Fees and charges for the Services will be billed to your Relyant Account. You may both access and pay your bill for the Service online at relyantcommunications.com. You must register on our provided account portal (Smarthub) by establishing an account profile using your specific account credentials. A Relyant Customer Service Representative will be available during normal business hours to assist you and aide you with instructions to establish a personal Relyant Account on the Smarthub web-based account portal. By establishing this account thru the Smarthub portal you will be able to view and pay your bill online by logging on to your personal Relyant Account (username and password required).

Bill Inquiries and Refunds. If you believe you have been billed in error for the Services, please notify us within ten (10) days of the billing date by contacting Customer Service 706-678-2121.

EQUIPMENT

Any equipment provided under Relyant's lease agreements may be new or fully refurbished, inspected and tested.

Rental fees may be included in your monthly charge for the Services or be charged separately.

Rental/purchase options are dependent upon the Relyant Services you order and installation options you choose. If the equipment requires electrical power from your premises to operate, you will be responsible for providing access to electrical power outlets and for any fees incurred for monthly charges associated with power access from your power company provider.

As with all services provided by Relyant, your service facilities provided by Relyant will operate on a Fiber-to-the-Home Network and plant facility. To support these services, Relyant will install an Optical Network Terminal ("ONT") at your premise in a location deemed most functional and with the most ease of access to Relyant personnel for maintenance purposes. This is a box typically located on the side of your house or in your garage, where Relyant's fiber network terminates. The ONT also requires electrical power from your premise to operate. You are responsible for providing Relyant personnel with access to an electrical power source (AC Outlet) to connect all necessary equipment to. Relyant will install an initial power supply box for the ONT at your premises at no charge. The ONT power supply box will use the AC power at your premise and convert it to the DC power required by the ONT. Failure on your part to keep the necessary AC power functioning and in a working condition will result in loss of service of your Relyant services due to an interruption of the required power source.

RETURN OF LEASED EQUIPMENT OWNED BY RELYANT COMMUNICATIONS

Upon termination of any services to which you subscribe to from Relyant, for whatever reason, you must return the Equipment, undamaged, immediately upon termination or request to terminate service to Relyant. If the Equipment is not returned, or is returned damaged, you will be charged for the full replacement value of the Equipment. If the Equipment is returned within sixty (60) days of the actual termination date, any fees charged for the Equipment may be refunded (other than fees for damages). No refunds will be made for any Equipment returned more than sixty (60) days after the actual termination date.

Relyant will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment. Relyant holds no responsibility to troubleshoot- customer-owned equipment; network set-ups, or any customer-owned inside wiring or facility other than to deem that Relyant services are in working order to the demarcation point of subscribed to services. If during such investigation, it is deemed that customer-owned equipment and/or wiring, or equipment installation is the cause of trouble reported to Relyant and further investigated by Relyant, a charge will be incurred by the

customer of record and may include charges for the time and repair materials necessary to restore service to working order by Relyant personnel.

INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE

Service may be temporarily interrupted or otherwise limited for a variety of reasons; some beyond the control of Relyant. Relyant reserves the right to refuse credit allowances for interruptions of Service. Relyant also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability.

SUSPENSION AND TERMINATION

Your Service(s) may be suspended or terminated BY Relyant if payments are past due. Relyant may also suspend or terminate your Services if it is determined that there is previously unpaid, undisputed and outstanding debt for Relyant service. Such suspension or termination may continue until satisfactory arrangements have been made for the payment of all past unpaid charges. You may be charged a fee to restore your Service from suspension. In addition, Relyant may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that Relyant believes

(a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; **(b)** constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or **(c)** is a violation of these TOS, or any applicable policies or guidelines (including the Acceptable Use Policy), and Relyant may refer such use to law enforcement authorities without notice to you

Only (THE ACCOUNT HOLDER/FINANCIAL RESPONSIBLE PARTY OR A LEGALLY APPOINTED ACCOUNT REPRESENTATIVE ON FILE WITH RELYANT AS ASSOCIATED WITH THE ACCOUNT) may terminate the Services.

You may make notice of your intent to terminate by contacting Relyant in writing and delivered to 107 East Liberty Street, Washington, Georgia, 30673 or 155 South Peachtree Street, Lincolnnton, Georgia 30817, via email to relyant-cs@relyantcommunications.com or by calling the Relyant business office(s) during normal business hours at 706-678-2121 and providing the necessary account specific identifiers allowing the Relyant staff to know you are the account holder or representative authorized to make such requests.

You must pay service fees and other charges incurred through the termination date, including any early termination fees applicable. If you rent your Equipment, you will also be charged the value of any Equipment that is not returned.

DISPUTE RESOLUTION WITH RELYANT BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling Relyant at 706-678-2121. In any event that Relyant's customer service department is unable to resolve a complaint you may have to your satisfaction (or if Relyant has not been able to resolve a dispute it has with you after attempting to do so informally), you may file a complaint with Relyant' Corporate office located at 11 Court Street, Washington, Georgia 30673 (or via USPS at P O ox 277, Washington, Georgia 30673).

CREDIT REPORTING AUTHORIZATION

As permitted under applicable laws and without limitation to other rights provided in these TOS or other applicable policies, you authorize Relyant to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Relyant's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under these TOS, Relyant may report your failure to a credit reporting agency

HOME ALARM AND OTHER DEVICE CAPABILITY

RELYANT MAKES NO WARRANTY THAT RELYANT VOICE SERVICE USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARM(S), MONITORED FIRE ALARM(S), OR MEDICAL MONITORING SYSTEM(S) OR DEVICE(S), OR BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES,

Potential Incompatibility with Monitored Fire Burglar Alarm, Monitored Fire Alarm, and Medical Monitoring Systems, and Other Devices. MONITORED FIRE ALARM AND BURGLAR ALARM SYSTEMS AND MEDICAL MONITORING DEVICES MAY NOT BE COMPATIBLE WITH RELYANT VOICE SERVICE.

IF YOU HAVE OR PURCHASE A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM OR A MEDICAL MONITORING DEVICE THAT YOU INTEND TO USE WITH RELYANT VOICE AS THE COMMUNICATIONS PATHWAY, YOU AGREE TO CONTACT YOUR PROVIDER FOR THOSE SYSTEMS/DEVICES TO DETERMINE COMPATIBILITY WITH RELYANT VOICE SERVICE AND TO ARRANGE FOR YOUR PROVIDER TO TEST SUCH SYSTEMS/DEVICES AFTER INSTALLATION OF RELYANT VOICE SERVICE. YOU ALSO ACKNOWLEDGE AND UNDERSTAND THAT EVEN IF SUCH SYSTEMS AND DEVICES ARE COMPATIBLE WITH RELYANT VOICE SERVICE, THEY WILL NOT BE ABLE TO COMMUNICATE WITH MONITORING STATIONS DURING A POWER OUTAGE UNLESS YOU MAINTAIN BATTERY BACKUP POWER FOR RELYANT VOICE AS DESCRIBED IN THESE TOS. IF YOU PURCHASE A MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM AFTER RELYANT VOICE HAS BEEN INSTALLED, YOU ALSO AGREE TO CALL RELYANT PRIOR TO INSTALLATION OF ANY SUCH SYSTEM. SUBSEQUENT INSTALLATION OF THESE SYSTEMS MAY REQUIRE RE-WIRING OF RELYANT VOICE SERVICE, WHICH MAY ALSO RESULT IN TIME AND MATERIAL CHARGES. (RELYANT DOES NOT PROVIDE SUPPORT FOR, OR RE-WIRING OF RELYANT VOICE IN SUPPORT OF, MEDICAL MONITORING SYSTEMS OR DEVICES UNLESS SAID SYSTEM IS PURCHASED THRU RELYANT OR ITS AFFILIATE).

ONCE RELYANT VOICE HAS BEEN INSTALLED FOR USE WITH A MONITORED FIRE ALARM OR MONITORED BURGLAR ALARM SYSTEM, YOU AGREE THAT YOU WILL NOT CHANGE OR MODIFY THE INSIDE WIRING OF YOUR HOME OR MOVE OR RECONFIGURE YOUR INTERIOR WIRING/FACILITIES IN ANY WAY WITHOUT CONTACTING RELYANT AND YOUR ALARM SERVICE PROVIDER. YOU ACKNOWLEDGE AND UNDERSTAND THAT IF YOU CHANGE OR MODIFY YOUR INSIDE WIRING, MOVE OR RECONFIGURE YOUR FACILITIES IN ANY WAY, THIS COULD RESULT IN A FAILURE OF YOUR MONITORED BURGLAR ALARM OR MONITORED FIRE ALARM SYSTEM.

BY ACCEPTING THESE TOS, YOU USE RELYANT VOICE SERVICE AT YOUR OWN RISK AND WAIVE ANY CLAIM AGAINST RELYANT FOR INTERFERENCE WITH OR DISRUPTION OF A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM, A MEDICAL MONITORING DEVICE, OR OTHER SUCH SYSTEMS OR DEVICES DUE TO THE RELYANT VOICE SERVICE.

AVAILABILITY OF RELYANT SERVICES-BROADBAND

Relyant Broadband Service is available to all subscriber locations within the Relyant service area **currently served with Fiber Mainline Facilities**. If your premise address was in working service condition at the time that fiber mainline construction was completed in your service area, a drop placement (aerial or buried) should (may) be in place. If during mainline construction a drop placement was not done at your premise, Relyant will perform the necessary field work to place a drop within a period to ten business day window to meet your request for service. Most often, the placement of drops is done at no charge to subscribers, however, Relyant reserves the right to impose reasonable charges when the placement of such facilities exceeds 'reasonable and customary charges' as deemed acceptable under the Customary and Reasonable Charge Rules set forth by the FCC (Federal Communications Commission).

Speed

The current speed ranges may be found at relyantcommunications.com

Relyant may periodically introduce new speed ranges or revise the existing speed ranges. Because these new speed ranges may become available before this Agreement is updated, you should check relyantcommunications.com for the most current product information. For purposes of clarity, this Agreement applies to all speed ranges offered by Relyant.

IP ADDRESSES

Relyant Broadband Services are provided with either a dynamic Internet Protocol ("IP") address, a static IP address, or multiple static IP address service (as applicable) at Relyant's sole discretion. Static IP addresses are not available with all speeds and are provided to customers as requested for an additional fee.

DATA USAGE

Relyant does not currently require or contract for data usage allowance. Any change in the provisioning of this policy would be preceded with no less than a 30-day written notice as amended within these TOS as noted on our Company website at: relyantcommunications.com

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RELYANT MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THE SERVICES WILL NOT CONFLICT OR INTERFERE WITH OTHER SERVICES FROM RELYANT OR THIRD PARTIES THAT YOU RECEIVE AT YOUR PREMISES.

IN ANY EVENT, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH RELYANT IN CONNECTION WITH THE SERVICE IS A REFUND NOT TO EXCEED THE TOTAL AMOUNT OF SERVICES BILLED.

SERVICE/SITE CHANGES

Relyant reserves the right to modify or discontinue the Service or Site (including rates and charges), temporarily or permanently. If Relyant makes a change that would have a material impact on your Service, Relyant will update this document and post to our website as changes are made. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions.