

## **PENN BROADBAND SERVICE AGREEMENT**

(Last Modified Date: March 26, 2020)

This Agreement (the "Agreement") sets forth the terms and conditions under which Penn Broadband ("Penn Broadband", "Company", "us", "we", or "our") provides and you, the customer ("Customer", "you", or "your") uses any service offered by Penn Broadband (the "Services"). The Services include, at your option, TV, Telephone and Internet Services, and are delivered over a 100% fiber optic network. This Agreement specifies the general terms and conditions for all Services, and the specific terms and conditions related to each individual Service offering.

**PLEASE READ THIS AGREEMENT AND RELATED POLICY STATEMENTS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR SERVICES AND YOUR RIGHTS AND OBLIGATIONS RELATED TO THE SERVICES, AS WELL AS THE RIGHTS AND OBLIGATIONS OF PENN BROADBAND. YOUR CONTINUED USE OF A SERVICE CONFIRMS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS YOUR ACCEPTANCE OF ANY AND ALL CHANGES THE COMPANY MAY MAKE TO THIS AGREEMENT OR ANY POLICY IN THE FUTURE.**

### **I. GENERAL TERMS AND CONDITIONS**

#### **1. ACCEPTANCE OF THE AGREEMENT; CUSTOMER REPRESENTATIONS AND RESPONSIBILITIES**

a. You accept the terms and conditions of this Agreement and related Policy Statements (Acceptable Use Policy, Privacy Policy, Open Internet Policy, Battery Back-up Policy and DMCA Policy ) when you begin to and continue to use the Service. This Agreement will end when your Service is terminated by either you or Penn Broadband. If you do not agree to these terms, please terminate your Service immediately. This Agreement constitutes a binding contract between you and Penn Broadband. Penn Broadband is providing you with the Service in consideration of your agreement to abide by the terms and conditions of this Agreement and related Policy Statements. These general terms and conditions will apply to all the Penn Broadband services -- telephone, TV and Internet.

**BY USING PENN BROADBAND'S SERVICE, YOU REPRESENT THAT (1) YOU ARE AT LEAST EIGHTEEN YEARS OLD; AND (2) THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.**

b. You agree to provide any right-of-way required for the Company to provide Service at no cost to the Company.

- c. You agree that you are responsible for any use of any Service made through your account.
- d. Only you or a person specifically designated by you in writing may make any changes to or cancel your account.
- e. You may not assign this Agreement, or resell or otherwise transfer any Service or change the use of any Service without the express advance written permission of Penn Broadband. The Company may assign its rights and obligations hereunder if the Company determines this action is necessary for any valid business purpose.

## **2. LOSS OF SERVICE DUE TO LOSS OF COMMERCIAL POWER**

Your Service is provided to you over fiber optic cable; therefore, you are responsible for providing the electrical power required for Service to function. IN THE EVENT OF A COMMERCIAL POWER FAILURE, NO SERVICE (TELEPHONE, TV OR INTERNET) WILL WORK UNLESS YOU PROVIDE BACK-UP POWER. For more information related to this topic, please refer to the document "Battery Back-up Policy" located on our website at <http://www.pennbroadband.com/index.php/support/support-docs>.

## **3. REVISIONS TO THIS AGREEMENT**

The current version this Agreement is available on our website at [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements). From time to time we may make revisions to this Agreement and the Policy Statements relating to the Services. Any such revisions and modifications shall be binding and effective immediately upon posting the revised Agreement on Penn Broadband's website or by notifying you by e-mail or U. S. mail. If there are changes to the pricing, you will be notified at least 30 days prior to the change via mail or bill inserts or messages. In addition, you will receive 30 days prior notice of changes to TV lineups, and otherwise as required by law.

## **4. TERM**

Residential Services are provided on a month-to-month basis. Contracts are not offered or required for Penn Broadband Residential Services. Penn Broadband Business Services may be available on a contract basis. Please contact 1-888-785-7795 to discuss contract arrangements.

## **5. TERMINATION OF SERVICE**

You or Penn Broadband may terminate the Service at any time or for any reason in accordance with the terms of this Agreement and Penn Broadband Policies. Penn Broadband will not terminate your service unless you violate the terms of this Agreement or any Company Policy, or in the event of your insolvency, voluntary or involuntary bankruptcy, assignment for the

benefit of creditors, or other similar proceedings as initiated by or against you.

**YOU AGREE THAT IF PENN BROADBAND TERMINATES YOUR ACCOUNT AS A RESULT OF YOUR VIOLATION OF THIS AGREEMENT OR ANY PENN BROADBAND POLICY, YOU FORFEIT ANY RIGHT TO A REFUND OF ANY PREPAID ACCOUNT CHARGES, SUCH FORFEITURE BEING AGREED TO BY YOU AND PENN BROADBAND AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.**

Penn Broadband reserves the right to refuse the application or reapplication of anyone whose account has been canceled for a violation of this Agreement, its predecessors or successor Agreements, or a Penn Broadband Policy, or the application of a person acting on behalf of someone whose account has been canceled for a violation. Penn Broadband reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was involved in a violation.

## **6. CUSTOMER CONTACT**

You agree that Penn Broadband may contact you, and you consent to such contact, via e-mail, or via the wireline or wireless phone number you provided to Penn Broadband, for information purposes, billing or non-payment purposes, or any other non-marketing business reason via live voice, text message or automated techniques such as automated dialing or recorded/artificial voice messages. By providing us with a telephone number, you represent that you are either the subscriber or regular user of the telephone number. You further agree to notify us immediately if any telephone number you provide to us is no longer used by you or service to that number is discontinued.

## **7. NOTIFICATION AND NOTICES**

You agree to promptly notify Penn Broadband when you want to make changes to your account or Services or if your contact or personal information changes including your name, address, telephone number, e-mail address or other pertinent personal or account information. You also agree that it is your responsibility to notify Penn Broadband if you want to terminate the Services by contacting us at 1-888-785-7795. You agree that your failure to maintain updated and accurate account information may be cause for Penn Broadband to terminate your account.

You agree that Penn Broadband may distribute information via e-mails, in-browser notifications, or other reasonable forms of communications on an ad hoc basis. Penn Broadband intends that these announcements will be predominantly informative in nature.

## **8. BILLING, CHARGES and PAYMENTS**

### **a. Billing**

You will be billed for the Service at the beginning of each month, and should receive the bill around the 5<sup>th</sup> day of each month.

**b. Payment**

Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer or any such other method that may be offered by the Company (see information regarding AutoBill Direct Payment located on our website at [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements)). The outstanding balance is due in full each month.

**c. Payment Options**

You may pay your bill via cash, check or credit card in-person in our office at 720 Main Street, Forest City, PA 18421 Monday – Friday from 8:00AM – 5:00PM EST. You can also send payment by check through the U.S. mail or through auto payment arrangements including ACH debit bank payments or auto credit card payments. Please call our office at 1-888-785-7795 for more information related to our payment options.

**d. Non-Payment**

If you do not make your payment on time when the balance is due, your account is considered delinquent. When your account is in a delinquent status, the following actions may be taken:

**i. Late Fees**

If we do not receive your full payment by the due date, we may charge you a late fee of 1.5% per month on any unpaid balance.

**ii. Suspension / Termination of Service**

If your account is a delinquent state, on or around the 3<sup>rd</sup> of each month, you will receive a call reminding you that your bill is past due. One day after this notification call, we will send out written notification stating that your account has an outstanding balance and it must be paid in full. Approximately 7 days after written notification is sent, if your outstanding balance has not been paid, your services will be suspended. Approximately 10 days after suspension of your Service, if your outstanding account balance has not been paid in full, your account will be terminated. Approximately 31 days after suspension, if the suspended account has not been paid in full, your account information will be sent to a collection agency.

**9. EQUIPMENT**

We do not guarantee that the service will work correctly if you access the Service with equipment other than equipment authorized or provided by Penn Broadband. We have no responsibility for the operation, support, repair or maintenance of any third party equipment

you use in accessing or using the service.

You agree that the ownership of the equipment provided by Penn Broadband in the delivery of the Service shall remain with the Company. From time to time, it may be necessary for the Company to update or replace the Company-provided equipment, and we will do so at no cost to you unless the equipment is damaged due to misuse, abuse, or intentional damage. You also agree that the Company-owned equipment is not to be serviced by anyone other than our employees or designated representatives or contractors. You further agree not to tamper with or otherwise harm the equipment and you will not copy, modify, or reverse engineer any equipment Penn Broadband provides in the delivery of the Service.

You agree that in the event of the termination or disconnection of your service, you are responsible for returning our equipment to our offices at 720 Main Street, Forest City, PA or any other location designated by the Company. If you fail to return or damage our equipment, you will be assessed a fee at the following equipment rates:

<u>Equipment</u>	<u>Charge</u>
ONT	\$125.00
ONT with/Wi-Fi	\$175.00
Set-Top Box	\$150.00
Wi-Fi Access Point	\$75.00
Remote Control	\$15.00
HDMI Cord	\$5.00
GIG Ethernet Switch	\$50.00
Actiontec Switch	\$75.00
Wireless Adaptors	\$75.00
RF Module	\$25.00

#### **10. CREDIT CHECK / DEPOSITS**

You agree to allow the Company to perform a credit check. We will evaluate your credit history before processing your request and providing you with service. If your credit rating is acceptable to us, we will process your service request without a deposit. If your credit rating is not acceptable to us, we may require a deposit of \$100 or an amount calculated considering your credit level and the amount of your monthly bill. If you are charged a deposit and your payment history with the Company is in good standing after a few billing cycles, the deposit will be returned to you and credited to your account.

#### **11. PERSONAL DATA AND PRIVACY POLICY**

Penn Broadband will treat your personally identifiable information that you provide to us in accordance with this Agreement and our Privacy Policy which is available on our website at [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements).

## **12. SERVICE REPAIR**

When you experience service-related trouble that impacts the quality of your Service, Penn Broadband will repair it at no charge if the issue is determined to be caused by a failure to our network or equipment. When you report the trouble, you may be asked to participate in remote troubleshooting via the telephone with our customer support personnel in an attempt diagnose and resolve your service problem. If you refuse to participate in the remote troubleshooting, or we determine that the issue was caused by you or your equipment, we may assess you a service charge fee of \$45.

## **13. LIMITATIONS OF LIABILITY**

Under no circumstances will Penn Broadband, or any of its affiliates, directors, officers, or employees, or any third party vendor, be liable, or have any responsibility of any kind, for any loss or damage which you incur through your use of the Services, whether or not the circumstances giving rise to such cause have been within the control of Penn Broadband. In no event will Penn Broadband be liable to you for any special, indirect, consequential or incidental damages arising out of or relating to your use of the Services. The Company's entire liability and your exclusive remedy with respect to your use of any Service (including hardware and software associated with the Service) due to any Company act or omission in breach of this Agreement, whether or not caused by the Company's negligence, is limited a credit in the form of an adjustment for no more than the pro rata charges billed to you for the period the Service problem occurred. The Company shall have no liability and no credit shall be given for interruptions, delays or failures in service due to any negligent or willful act of any person other than the Company, nor shall the Company have any liability for any Service interruption, delay or failure due to circumstances beyond the control of the Company, including, but not limited to, acts of God.

## **14. INDEMNIFICATION**

- a. You agree to defend, release, indemnify, and hold the Company, its affiliated companies, and all officers and directors of the Company and its affiliated companies, harmless from all liabilities, claims and expenses, including, without limitation, reasonable attorneys' fees, arising from your use or misuse of any Service or equipment provided under this Agreement or your breach of this Agreement or any Company Policy through use of, or in connection with, any Service, and in connection with posting or transmission of any content by or through your account for the Service.
- b. You agree that the Company has the right, but not the obligation, at its own expense, to assume control of any matter subject to indemnification by you pursuant to Paragraph 14.a of this Agreement. In such event, you shall have no further obligations

pursuant to Paragraph 14.a of this Agreement.

**15. LAW**

You agree that, if any portion of this Agreement or any Company Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining portions will remain in full force and effect. The Agreement will be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules. You and Penn Broadband each submit to the exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts of the Commonwealth of Pennsylvania and the federal courts located in the Commonwealth of Pennsylvania.

The Company's failure or neglect to enforce any of its rights under this Agreement or a Company Policy does not constitute a waiver of the Company's rights.

**16. NO WARRANTY**

PENN BROADBAND MAKES NO WARRANTIES ABOUT ANY SERVICE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU MAY NOT RELY ON ANY STATEMENT TO THE CONTRARY FOR ANY PURPOSE.

**17. TAXES, FEES AND SURCHARGES**

In addition to the charges for the Service, you are also responsible for paying all applicable taxes, including federal, state, and local use, excise, sales or privilege taxes and all fees chargeable to or against the Company as a result of its provision of the Service to you.

**18. VOLUNTARY SUSPENSION OF SERVICES**

At any time during the calendar year, you have the option of placing your Service(s) on vacation or seasonal suspension. During the time your Service is on seasonal suspension, your monthly billing is suspended. For clarity, the Services refer to telephone, TV or Internet service or any bundled combination. A charge of \$20.00 will be billed to your account each time Services are restored from vacation status. If either a single Service or multiple Services are restored at the same time, only one charge of \$20.00 will be applied. If the Services are placed on or removed from vacation status during a billing cycle, your account will be prorated accordingly.

**II. PENN BROADBAND TELEPHONE SERVICE TERMS OF SERVICE**

In addition to the General Terms provided above, the following additional terms and conditions apply to Penn Broadband's Telephone Service:

**1. USE OF TELEPHONE SERVICE**

You agree that the use of Penn Broadband's Telephone Service is your sole responsibility and is at your own risk, and is subject to all applicable local state and federal and international laws. This includes the use of the Service by others, with or without your permission.

**2. TELEPHONE RELATED CHARGES**

**a. Inside Wire**

During the installation of your telephone service, Penn Broadband will provide the inside wiring material and labor at no charge to you. If you require additional wiring after your initial installation for additional telephone jacks or other rewiring, we may assess you a fee of \$45.00. As an option, we offer inside wire maintenance for a monthly fee of \$.75 that will cover any inside wire repairs at no charge.

**b. Reconnect Charge**

If your service is suspended or terminated due to non-payment, a fee of \$22.00 will be charged to your account for the reconnection of your service.

**3. LONG DISTANCE**

**a. Unlimited Domestic Long Distance**

An unlimited domestic long distance package if offered at a rate of \$15.00 per month.

**b. International Calling**

The current rates for international calling can be found on our website at <http://www.pennbroadband.com/index.php/phone/international-rates> or by contacting our office at 1-888-785-7795.

**4. LIMITATIONS ON 911 EMERGENCY RESPONSE SERVICES**

a. Our liability to you, to anyone dialing 911 using the Service, or to any other person or party, for any loss or damage arising from errors, interruptions, omissions, delays, defects, or failures of 911 services whether caused by our negligence or otherwise, shall not exceed the amount of our charges for such services during the affected period of time. This limitation of liability is in addition to any other limitations contained in this Agreement.



b. **YOU ACKNOWLEDGE AND AGREE THAT A SERVICE OUTAGE DUE TO SUSPENSION OF YOUR ACCOUNT AS A RESULT OF BILLING ISSUES WILL PREVENT ALL SERVICE FROM BEING PROVIDED TO YOU, INCLUDING ANY 911 EMERGENCY RESPONSE SERVICES. YOU ALSO ACKNOWLEDGE THAT CERTAIN FEATURES, SUCH AS CALL FORWARDING OR DO NOT DISTURB, WILL INTERFERE WITH AN EMERGENCY DISPATCHER'S ABILITY TO CALL YOU BACK AT THE FROM WHICH YOU ORIGINATED THE CALL.**

c. **YOU ALSO ACKNOWLEDGE THAT LOSS OF COMMERCIAL POWER WILL INTERFERE WITH YOUR ABILITY TO MAKE 911 CALLS AND RECEIVE 911 SERVICE. You are responsible for providing the electrical power required for the Service to function.** See General Terms and Conditions, Section 2, above, and "Battery Back-up Policy" located on our website at <http://www.pennbroadband.com/index.php/support/support-docs>.

### **III. PENN BROADBAND TV TERMS OF SERVICE**

In addition to the General Terms provided above, the following additional terms and conditions apply to Penn Broadband's TV Service:

#### **1. USE OF SERVICE**

a. You agree to use Penn Broadband's TV Service on for your private and non-commercial use and personal viewing purposes. The programming content may not be viewed or otherwise displayed in areas open to the public, including commercial enterprises or establishments. You may not rebroadcast or charge a fee or admission for its viewing.

b. You are responsible for the use of the service and agree not to use the service for any unlawful purposes, including without limitation, violation of copyright laws through the use, production, copying rebroadcast or redistribution of any programming content or recording. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state and federal laws and regulations. We, at our sole discretion, or any entity or person providing the programming we transmit over our system, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose.

c. You understand and agree that not all programming may be suitable for all viewers and users of the Service may have access to programming that may be

offensive, obscene or otherwise unsuitable or objectionable especially for children or viewers under the age of eighteen (18).

## **2. TV PLANS**

Penn Broadband offers three (3) TV plans or tiers – Basic, Preferred and Ultimate. Please see <http://www.pennbroadband.com/index.php/tv> for details and pricing related to each plan, including current programming lineup. The Company may add, delete, rearrange or change any and all programming, and programming packages at any time, without limitation. In the event that programming is deleted or rearranged, the Company has no obligation to replace or supplement such programming, and you are not entitled to any refund because of any deletion, rearrangement or change in any programming or programming packages.

## **3. SERVICE FEES**

In addition to your TV service fee, additional charges may be applied to your bill including applicable federal, state and local taxes and franchise fees. Penn Broadband presently does not add charges related to retransmission of local broadcast channels, regional sports fees, HD service fees and installation charges. Also, the first four TV outlet locations are included in the plan pricing. For each location beyond the initial four, a monthly TV outlet fee of \$3.00 per month per additional outlet will be added to your bill.

## **4. TV EVERYWHERE DISCLAIMER**

Specific third party content is subject to availability and may change. Some content may require additional levels of Penn Broadband TV service to view content. Content may not be available on or accessible by all devices. Content is only accessible in the U.S. where High-Speed Internet connection is available. A minimum 3G connection is required for viewing on mobile devices. Other restrictions may apply. All logos and brand names are trademarks of their respective owners. Please contact us at 1-888-785-7795 for details.

# **IV. PENN BROADBAND INTERNET TERMS OF SERVICE**

In addition to the General Terms provided above, the following additional terms and conditions apply to Penn Broadband's Internet Service:

## **1. USE OF SERVICE**

You are responsible for your Broadband Service and account, whether by you or someone using your account with or without your permission. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Broadband Service within the United States. You agree to respond in a timely manner to complaints concerning the misuse of the Service. If the Company is alerted to, or otherwise becomes aware of

violations or potential violations of this Agreement or its Policies, Penn Broadband will take whatever reasonable measures it deems necessary and appropriate to stop or prevent those violations.

The Internet is not owned, operated or managed by or in any way affiliated with the Company or any of the Company's affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. The Company cannot and will not guarantee that the Service will provide Internet access that is sufficient to meet your needs. **You agree that your use of the Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.**

**YOU ARE RESPONSIBLE FOR THE SECURITY OF YOUR INTERNET ACCESS. YOU SHOULD ENSURE THAT YOU HAVE IMPLEMENTED ADEQUATE SECURITY TO PREVENT UNLAWFUL AND UNAUTHORIZED ACCESS TO YOUR EQUIPMENT AND NETWORK AND ALL INFORMATION AVAILABLE ON OR THROUGH YOUR EQUIPMENT AND NETWORK. YOU AGREE THAT THE COMPANY CANNOT AND DOES NOT GUARANTEE THE INTEGRITY, AUTHENTICATION OR CONFIDENTIALITY OF INFORMATION, FILES AND DATA YOU EXCHANGE OVER THIS SERVICE. We strongly recommend the use of appropriate anti-virus, anti-spyware and firewall software.**

Penn Broadband reserves the right to refuse "smart hosting" connectivity and other similar services and procedures to any user who owns or operates an open mail relay.

You acknowledge that the right to the use of, and any benefits that may be derived from, the Internet Service is personal to you and is being provided by Penn Broadband as partial consideration of your agreement to pay the charges applicable to your account. You agree not to connect the Internet Service or allow the Internet Service to be connected by others to any other computers, located either on or outside your premises, than are reflected on your Internet Service account with Penn Broadband. The Access Service may not be used to facilitate or operate as an Internet Service Provider, "Wi-Fi" network or "hot-spot", and you further agree not to distribute, resell, share or otherwise allow others to utilize the Internet Service, either free of charge or for consideration. You acknowledge that any unauthorized receipt of the Internet Service constitutes theft of service, which is a violation of Federal law and can result in both civil and criminal penalties. Penn Broadband will prosecute violations to the fullest extent of the law.

## **2. PRIVACY LIMITATIONS**

Penn Broadband will treat the information that you provide to us in accordance with this Agreement and our Privacy Policy which is available on our website at [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements). You acknowledge, however, that while we are committed to protecting your information and have adopted commercially reasonable technical, administrative, and physical procedures to help protect your information from loss, misuse, unauthorized access, and alteration, no data

transmission or storage can be guaranteed to be 100% secure. We want you to feel confident using Penn Broadband Services but we cannot ensure or warrant the security of any information you transmit to us. Please refer to the U.S. Federal Trade Commission's website (<https://www.consumer.ftc.gov/articles/0013-securing-your-wireless-network>) for information on how to protect your information and your network.

In addition, because Penn Broadband Internet Service may allow links to other websites and services, PENN BROADBAND'S PRIVACY POLICY DOES NOT EXTEND TO ANY OTHER WEBSITE OR SERVICE. Access to any of the third party Web sites linked to from any of the Sites is entirely at your own risk and is solely governed by the terms and policies applicable to third party Web sites, and not these Terms. We are not responsible for the privacy practices of those websites, and we recommend that you review the privacy policies of each website that you visit. For additional information, please review our AUP Policy, available on our website at [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements).

### **3. RESTRICTIONS ON USE**

The Service is a consumer grade service and is not designed for or intended to be used for any commercial purposes. Except as otherwise set forth in this Agreement, you may not resell, re-provision or rent the Service, either for a fee or without charge, or allow third parties to use the Service via a wired or wireless connection or use the Service to facilitate a public Wi-Fi hotspot, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to our Broadband Service, you may connect multiple devices or computers within a single home via our equipment or a router provided by us or you, through a Penn Broadband IP address. The Service is provided without data caps or limits, but if your consumption is deemed excessive by the Company, we may restrict your bandwidth or suspend or terminate your Service. See our Acceptable Use Policy: [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements).

### **4. Lawful Compliance**

You agree that you will use the Service in compliance with federal, state and local laws. Further, you agree that you will comply with all applicable copyright laws and will use the service in compliance with the Digital Millennium Copyright Act (DMCA) requirements. Subject to the provision of the Digital Millennium Copyright Act and any other applicable laws and regulations, Penn Broadband reserves the right to remove or block access to, either permanently or temporarily, any files which Penn Broadband suspects or which a third party alleges are associated with a violation of the law, this Agreement or Penn Broadband's Internet Service Policies or with the account responsible for such violation. For more detail on Penn Broadband's DMCA Policy, Internet Acceptable Use Policy or Open Internet Disclosures please refer to our policies at: [http://www.pennbroadband.com/index.php/policies\\_and\\_agreements](http://www.pennbroadband.com/index.php/policies_and_agreements).

## 5. BROADBAND INTERNET OFFERINGS

- a. Broadband Internet Service consists of (1) connectivity to the Internet through the Company's Internet Access Service; (2) free customer technical phone support for the standard Internet Service for a single wired modem or equivalent; and (3) fully licensed Internet access software.
- b. Managed Wi-Fi, a remotely-managed networking service, is available from Penn Broadband at a starting cost of \$10 per month. Please see our website at <http://www.pennbroadband.com/index.php/internet/managed-wifi> for more information.

If a customer has purchased Penn Broadband Managed Wi-Fi Service, this provision shall apply. To receive Managed Wi-Fi Services, the customer must purchase and maintain in place Penn Broadband Internet Services. Any termination of Penn Broadband Internet Services will cause an immediate termination of Managed Wi-Fi Services. Subscription to Penn Broadband Managed Wi-Fi services requires Penn Broadband to install routing/network equipment at the premises which shall be owned and maintained by Penn Broadband. Installation costs and or nonrecurring charges may apply, and the Customer may incur additional costs or charges if the Customer requests changes to the configuration after initial installation.

Penn Broadband will install and maintain as its demarcation point, a carrier class Wi-Fi network router and additional signal extenders if required. Maintenance of Wi-Fi hardware and associated software and firmware is the responsibility of Penn Broadband and is included in the monthly subscription fee. Penn Broadband shall have no responsibility or liability with respect to the customer's computers or devices (e.g., tablets, wireless phones, or other peripherals). Penn Broadband does not provide or include any content filtering with the Managed Wi-Fi service nor will Penn Broadband be liable for any loss, expense or damage to devices used within the Customers' network. Security of the Customers' network provided by the use of selected authentication protocols is the sole responsibility of the customer. The network router and extender performance are maintained by Penn Broadband and technical assistance related to the operation of the Managed Wi-Fi network is provided by Penn Broadband as well. Penn Broadband Managed Wi-Fi coverage and performance may vary and may be affected by building layout and characteristics, construction parameters and building contents. Penn Broadband will perform a site survey upon installation to ensure proper signal coverage but full signal propagation is not guaranteed.

The customer of Penn Broadband Managed Wi-Fi agrees to adhere to policies outlined in Penn Broadband Acceptable Use Policy [http://www.PennBroadband.net/index.php/policies\\_and\\_agreements#tab-acceptable-use-policy](http://www.PennBroadband.net/index.php/policies_and_agreements#tab-acceptable-use-policy). The customer agrees that Wi-Fi equipment is the property of Penn Broadband

and that it is not to be damaged or tampered with. Physical damage to equipment is subject to monetary charges.

- c. Penn Broadband offers various internet speed offerings, and the details and pricing are listed on our website at <http://www.pennbroadband.com/index.php/internet>.

## **6. CONTENT OF COMMUNICATIONS**

a. The Service provides you access to information, communications, software, photos, video, graphics, music, sounds and other material and services location both on Company's computer servers and on the Internet ("Content"). You agree that you must evaluate and bear the risks associated with the subject matter, accuracy, completeness or usefulness of any Content available to you on or through the Service.

b. You agree that the Company has the right, but not the obligation, to remove Content from the Company's computer servers which the Company determines to be in violation of this Agreement or the Company's Acceptable Use Policy. Please review the Acceptable Use Policy for further information regarding Content.

## **7. COMPANY SERVICE SOFTWARE**

a. Your use of the Service gives you limited rights to use the software through which you access the Service and the Internet ("Service Software"). The Company grants you a non-exclusive, non-transferable, revocable, limited sublicense to use the Service Software for connecting to the Service in accordance with this Agreement.

b. You agree that your use of the Service provides you access to proprietary features of the Company's Service and of software provided by the Company's licensor.

c. The Company and its software licensor have specific rights in the Service, including but not limited to software, software documentation, the "look and feel" of the Service, Service names, customer interfaces and other features.

d. You agree not to copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble any aspect of the Service that is owned by the Company or its licensor.