

OnPoint Broadband Terms of Service

Customer Authorization and Liability

The Customer warrants that they have full authority to authorize the installation of services at the address specified in the Service Agreement. The Customer shall indemnify and hold OnPoint Broadband harmless from any loss, damage, or liability arising from misrepresentations of such authority or damage to equipment installed by OnPoint Broadband.

Ownership and Access to Equipment

All equipment provided by OnPoint Broadband remains the sole property of OnPoint Broadband. OnPoint Broadband reserves the right to enter the Customer's premises at reasonable times for the purpose of inspecting, repairing, or retrieving its equipment, provided reasonable notice is given, except in emergencies.

Installation Charges

The Customer shall pay a one-time, non-refundable installation charge as specified in the Service Agreement, in accordance with the rate schedule effective on the date of application.

Unauthorized Modifications or Use

The Customer shall not modify the installation or extend services to another location without prior written consent from OnPoint Broadband. Unauthorized modifications or extensions may result in immediate termination of services to the Customer's premises. The Customer acknowledges that obtaining services not subscribed to and paid for may constitute a violation of applicable law.

Unauthorized Equipment

Any unauthorized equipment connected to OnPoint Broadband's equipment shall become the property of OnPoint Broadband, which may remove and dispose of such equipment immediately. If unauthorized equipment is detected, OnPoint Broadband reserves the right to permanently terminate services to the Customer, both immediately and for future services. The Customer shall be liable for immediate payment for any unauthorized services obtained.

Limitation of Liability

OnPoint Broadband is not responsible for service disruptions caused by acts of God (e.g., lightning, floods) or for damage to the Customer's connected equipment. OnPoint Broadband is responsible for the maintenance and operation of its own equipment, except where subject to

government regulations or controls by entities with lawful authority over the equipment or services.

Taxes and Fees

The Customer shall pay any taxes or fees levied by a taxing authority on the services, facilities, equipment, installation, or business activities of OnPoint Broadband, except for federal or state income taxes imposed on OnPoint Broadband.

Service Hours

Normal service hours are 8:00 AM to 5:00 PM, Monday through Friday. Emergency service is available only for major service disruptions, as determined by OnPoint Broadband.

Service Cancellation Month-to Month Basis

To avoid charges for the upcoming service month, the Customer must notify OnPoint Broadband in writing or by contacting the office before the first day of the service month. Failure to provide such notice will result in charges for the full month.

Billing and Payment Terms

All services are provided on a month-to-month or term agreement basis, with payment due in advance on the 1st of each month. A late fee of \$6.50 will be applied if payment is not received by the 15th of the month. Services not paid in full by the 20th of the month will be terminated for non-payment, and a \$20.00 reconnection fee, inclusive of the late fee, will be charged for reactivation. If a Customer's check is returned by their bank, a \$15.00 fee plus the check amount and any applicable charges will be due immediately. Service calls for issues not caused by OnPoint Broadband will be billed at \$20.00 per hour plus materials. Monthly bills are not prorated and are due in full after the 1st of the month.

Term Agreement and Termination

This Agreement commences on the Effective Date, defined as the date of service activation, and remains in effect for the initial term specified in the signed Service Agreement ("Initial Term"). Unless terminated as outlined below, this Agreement will automatically renew for successive one (1) year periods ("Renewal Term"). Either party may terminate this Agreement by providing at least thirty (30) days' prior written notice before the end of the Initial Term or any Renewal Term. If the Customer terminates this Agreement before the end of the Initial Term, an Early Termination Fee (ETF) equal to the monthly service fee multiplied by the number of months remaining in the Initial Term, plus any fees for unreturned equipment, shall apply. OnPoint Broadband reserves the right to modify the terms of this Agreement by providing the Customer

with at least thirty (30) days' prior written notice. Continued use of the Services after such notice constitutes acceptance of the modified terms.

Collection Costs

In the event OnPoint Broadband initiates civil action to collect sums due for services or equipment, the Customer shall be liable for all associated costs, including reasonable attorney fees and collection expenses.

Security of Communications

All communications through OnPoint Broadband's services (e.g., website, email, gaming) may not be encrypted and are not guaranteed to be secure. The Customer uses these services at their own risk and agrees to hold OnPoint Broadband, its owners, and affiliates harmless from any unauthorized access, hacking, or misuse of personal information by third parties.

Compliance with Terms and Policies

The Customer agrees to abide by OnPoint Broadband's full Terms of Service and policies, as posted on the company website at www.onpointbb.com. Rates and terms are subject to change at OnPoint Broadband's discretion, with notice provided as outlined herein.