



## TERMS AND CONDITIONS

Agri-Valley Services Corporation, d/b/a AVS Broadband, (the "Company") hereby agrees to furnish internet service ("Service") and/or internet telecommunications equipment ("Equipment") to the person, firm, or entity executing this Agreement (the "Customer") within the designated geographic area effectively served and licensed by the Company. The Customer accepts all responsibility for the persons allowed to use the Service and/or Equipment (each such person an "Authorized User").

THESE TERMS AND CONDITIONS ("Agreement") include the terms set out in the Company's Acceptable Use Policy (herein referred to as AUP), which is incorporated by reference into this Agreement and is available online at [www.avsbroadband.com](http://www.avsbroadband.com). Customer agrees to periodically check for updates of the AUP and comply with the AUP as in effect from time to time. As part of agreeing to this Agreement, the Customer agrees to comply with the Company's AUP. If there is a conflict between the Company's AUP and this Agreement, this Agreement controls. Service sessions may be conducted only for the purposes described in the Company's AUP.

### 1. **Availability of Service.**

Service may be temporarily refused or limited for reasons including, but not limited to, system capacity limitations, service area limitations, transmission limitations caused by atmospheric and other natural or artificial conditions adversely affecting transmissions, and equipment modifications, upgrades, relocations, repairs, and similar activities.

### 2. **Limitations of the Company's Liability.**

Because of the inevitability of errors incident to the provision and use of the Service and/or Equipment, the Service and/or Equipment furnished by the Company is subject to the terms, conditions, and limitations specified in this Agreement, including, but not limited to, those set forth below.

- a. The Company's sole liability to the Customer, Authorized Users, and others for interruptions in the Service and/or malfunctioning of the Equipment is as follows:
  - i. As the Company's full and complete liability, at the Customer's request, a credit allowance will be made in the form of a pro rata adjustment of the fixed monthly charges billed by the Company for the period during which Service was inoperative as a result of the interruption. In the event the Customer, Authorized User, or other person is affected by such interruption for a period of less than 24 hours, no such adjustment shall be made.
  - ii. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
  - iii. When an interruption exceeds 24 hours, the length of the interruption will be measured in 24-hour days. A fraction of a day consisting of less than 12 hours will not be credited, and a period of 12 hours or more will be considered an additional day. The credit allowance will be computed by dividing the length of the Service interruption by a standard 30-day month, and then multiplying the result by the fixed monthly charges billed by the Company to Customer for the particular month. In no case will the credit exceed the monthly charges to the Customer. No other liability will attach to the Company for such interruption to Service.
  - iv. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer or Authorized User or interruptions caused by failure of equipment or service not provided by the Company, or by Company provided equipment that has been modified, mishandled, or abused. Any service disruption due to a damaged drop, caused by the Customer, is a billable charge to the Customer for repair or replacement of the drop.
- b. The Company is not liable or responsible for any act or omission in the operation of non-Company facilities used in connection with the Service. Customer acknowledges that some or part of the Service may be offered by the Company through a contract or agreement with a third party ("non-Company service"). If the Company's authority to provide a non-Company service is modified or terminated, the Company shall modify or terminate the non-Company service to Customer without any liability whatsoever to Customer.
- c. The Company shall in no event be liable for interruptions or delays in Service when caused by acts of God, fire, health emergencies, war, riots, Government Authorities, or other causes beyond its control, including type and condition of Customer's Equipment.
- d. The liability of the Company for loss or damage arising out of mistakes, omissions, interruptions, delays,

errors or defects in the Service, its transmission, or failures or defects in Equipment and facilities over which the Service is furnished, or any other acts of the Company, occurring in the course of furnishing the Service or otherwise and not caused by the negligence of the Customer or Authorized User, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for Services for the month in which the event occurred. In no event shall the Company be liable for any indirect incidental, consequential or special damages including without limitation any loss by the Customer or Authorized User of business revenue, data, goodwill, or other claim arising in connection with the use of the Service and/or Equipment.

- e. The Customer or Authorized User hereby agrees to indemnify and hold the Company harmless against claims arising from Customer's or Authorized User's actions for libel, slander, or infringement of copyright from the material transmitted through the use of the Service and/or Equipment against claims for infringement of patents arising from combining with, or using in connection with the Service and/or Equipment, any apparatus, or system of the Customer or Authorized User; and against all other claims arising out of any act or omission of the Customer or Authorized User in the connection with the Service and/or Equipment.
- f. The Company is not liable for damages for any accident or injury occasioned by the presence of, or use of, the Service and/or Equipment or the Customer's equipment. The Company is not liable for any defacement or damage to any Customer's or Authorized User's motor vehicle or to any other personal or real property resulting from the existence, installation, or use of the Equipment.
- g. If Customer is not completely satisfied with the Service, Customer may cancel service within 30 days of installation. All outdoor Equipment will be removed by the Company and any indoor Equipment must be returned to the Company's office within 45 days of original installation. Upon receipt of all Equipment, Customer's agreement will be terminated. Customer is responsible for paying for the days of internet service that were used during the period of Service initiation until cancellation completion and any activation fee paid by Customer will not be refunded. Customer's agreement for internet service will be terminated and the Company will waive any default fees then accrued on Customer's account.

3. **Use of Service.**

- a. The Service is furnished for the use by the Customer and Authorized Users for lawful purposes only.
- b. The Service shall not be used to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, to contact another person so frequently or at such times or in any other manner so as to annoy, abuse, threaten, or harass such other person, or for any purpose in violation of the law, or in such manner as to interfere unreasonably with the use of the Service by any of the Company's other Customers or Authorized Users.

4. **Disconnection and Termination of Service by the Company for Cause.**

- a. Upon nonpayment of any sum due the Company, whether that sum is due under this Agreement or another agreement between the Customer and the Company or any other sum which the Customer *may* owe the Company for any reason, or upon a violation of any of the conditions governing the use of the Service as provided herein, the Company may without other formality and without incurring any liability to the Customer or Authorized Users, either temporarily discontinue or permanently terminate the furnishings of Service to the Customer, at the Company's sole discretion, either in part or in whole. The Company shall not be liable to any Customer or Authorized User for any damages of any kind whatsoever resulting from interruption of Service as a result of disconnection or termination of Service to a Customer.
- b. In the event the Service or Equipment (or Customer provided equipment) is used in violation of any of the provisions herein, the Company may without notice take such actions as is necessary for the protection of the Service of its Customer's including, but not limited to, disconnection of the Service to the Customer without any credit allowance as provided in Paragraph 2 hereof, and thereafter Service may be refused, discontinued, or terminated in the sole discretion of the Company. The Company may, in its discretion, advise the Customer of the violation, in which event the Customer or Authorized User shall discontinue such use of the Equipment or correct the violation immediately confirming in writing to the company that such use has ceased or that the violation has been corrected.

5. **Termination of Service.**

A Customer may terminate Service only by directly notifying the Company either orally or in writing. Company may terminate service, without notice, for any violation of this Agreement or other applicable terms. The Customer is responsible for payment of outstanding charges for the period the Service was rendered. If Company initiated disconnection or Customer initiated termination occurs within the Minimum Agreement Period (as defined in Paragraph 9 below), the Customer who has agreed to and received any Special Price Offer as may be set forth on the reverse side shall also be responsible for payment of the full Minimum Agreement Period amount, together with all costs, liquidated damages and reasonable attorney fees associated with Company's enforcement of this Agreement. In all cases, the Company is entitled to

recovery of reasonable attorney fees in connection with actions to enforce this Agreement.

6. **Warranties.** THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE OPERATION OF THE EQUIPMENT AND ITS SERVICES. THE EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND WITH NO WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED, OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY, AND INTEGRATION SHALL APPLY TO THE EQUIPMENT OR THE COMPANY'S SERVICES. THE COMPANY DOES NOT WARRANT THAT ANY SERVICES OR EQUIPMENT WILL PERFORM AT A SPECIFIC SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR SIMILAR CONDITIONS. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR LOSS OF DATA.
7. **Payment of Rates and Charges.**
  - a. The Customer is responsible for one month's payment of rates and charges in advance, specified in the Company's price plans currently in effect, for all Service furnished to the Customer or an Authorized User. In addition, Customer is responsible for the fees and charges described in the Terms of Service.
  - b. The Company reserves the right to revise, at its sole discretion and at any time, rates and charges and use policies and price plans for use of Service by the Customer.
  - c. The Company reserves the right to require Customer to make a security deposit for the establishment or continuation of Service. Such deposit and any calculated interest if applicable will be returned to the Customer, less any amounts due the Company, within 45 days after termination of Service. The Service Activation Fee shall not be deemed a deposit. If Customer does not receive a past due notice from Company in a 12-month period, at Customer's request, security deposit will be refunded in the form of a credit on Customer's bill.
  - d. Subject to the maximum limitations imposed by applicable state law, a late payment charge applies to each Customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.
  - e. In the event the Equipment or Customer's equipment is lost or stolen, the Customer is liable for all usage from such Customer's Equipment until such time as the theft is reported to the Company in writing. In the case of theft, the Customer is responsible for obtaining a police report on the stolen unit and rendering the police report to the Company.
  - f. Customer agrees to pay all applicable taxes, fees or exactions that the Company charges in connection with the Service and/or Equipment rendered to the Customer.
8. **Certificate of Authority.**

If the Customer is a person, firm, or organization other than the signer hereof, the individual executing this Agreement on behalf of such Customer hereby certifies having authority to sign on behalf of Customer and authorizes any installation that is necessary to provide Service. In the event and to the extent that the signer shall not have been so empowered, the signer hereby personally guarantees performance of all Customer's obligations hereunder, including all court and reasonable attorney's fees incurred. This shall be a continuing guarantee, and shall not be affected by any renewal, amendment, or supplement to this Agreement.
9. **Minimum Agreement Period (Service).**

The minimum agreement period for Service is one month, unless otherwise stated on the reverse side. Customer acknowledges that early Customer termination or early Company disconnection of the Service will result in financial damage to Company which is difficult to calculate. Therefore, any contrary provision of this Agreement notwithstanding, in the event of early termination or disconnection for any reason, Customer shall be liable to Company for liquidated damages in the form of an Early Termination Fee at the rate stated on the reverse side in addition to any other damages the Company may be entitled to by law, including, but not limited to, all costs, expenses, and reasonable attorney's fees incurred. Early termination shall be any act or failure to act of Customer which effectively causes a termination or right to terminate this Agreement, including, but not limited to, termination or disconnection of service or a violation of the use of the Service.
10. **Terms of Agreement.**

This Agreement shall become effective on the date that the Company accepts this Agreement and the Customer's initial service order and shall continue in affect for the Minimum Agreement Period (Service) unless sooner terminated as herein provided. After Minimum Agreement Period (Service) expires, this Agreement shall be automatically renewed from month to month. In the event that service is temporarily suspended for delinquency of payment, the Agreement terms shall be extended for the number of days service was suspended in order to fulfill the terms of the Agreement.

11. **Assignment.**

The parties agree that this Agreement may not be assigned or transferred by the Customer, in whole or in part, without the prior written consent of the Company. The Company, may however, upon 5 days written notice to Customer, assign all or its rights, duties, and obligations hereunder.

12. **Waiver.**

No failure on the part of either party hereto to exercise and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other right, power or remedy. No express waiver or assent by any party hereto to any branch of or default in any term or condition of this Agreement shall constitute a waiver or assent to any succeeding breach of or default in same or any other term or condition hereof.

13. **Entire Agreement.**

This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement contains the sole and entire agreement between the parties with respect to the matters covered hereby. In the event of any conflict between the provisions contained in any contract, service order or other document used by the Company, the provisions of this Agreement shall control. The Company does not provide marketing, billing, collection, or other such services under this Agreement.

14. **Governing Law.**

This Agreement is made and delivered in and shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. Customer acknowledges that it is a violation of law to intentionally defraud Company by producing, using or having custody or control of an internet device which has been altered to obtain Service from Company. Venue for all disputes will be Huron County.

15. **Purchase of Equipment.**

- a. Customer agrees to pay Company for the stated term and at the price(s) shown on the reverse side of this Agreement including all applicable accessory costs, installation, administrative fees, late charges, and sale tax. Customer agrees to sign a service commitment for Company service for each piece of Equipment. Company will bill Customer for all payments due under this Agreement.
- b. Title to purchased Equipment passes to Customer upon execution of this Agreement. Equipment that is rented remains titled to the Company.
- c. Activation Fee may include, but is not limited to, Equipment Purchase, Installation Fee and/or Service Activation.
- d. Customer assumes the risk of loss, damage, and destruction to the Equipment from the date of its delivery to the Customer. Risk of loss does not affect title to the Equipment, nor does it affect payment due under this Agreement.

16. **Regulation.**

The Company and Customer hereby agree that this Agreement shall at all times be subject to changes modifications or nullification by any authorized regulatory authority of the State in which the Service is provided, the Federal Communication Commission or any other authorized governmental body and further that this Agreement notwithstanding its provisions, shall at all times be specifically subject to all applicable tariffs and other regulatory statements and should the Company lose its license to operate, this Agreement is thereby cancelled and becomes null and void.

17. **Adjustment for Taxes, Fees, Etc.**

The price plans of the Company do not include any amounts resulting from taxes, fees or exactions imposed by or for any municipal operation or other political subdivision or agency of government. The Customer shall be fully responsible for such taxes, fees, or exactions.

Effective January 26, 2017, Revised June 6, 2024