



HomeWorks Connect
7973 E. Grand River Ave.
Portland, Michigan 48875

phone: 1-800-668-8413
fax: 517-647-4856
www.homeworks.org

TERMS AND CONDITIONS OF SERVICE AGREEMENT

You (Customer) will have accepted this Agreement and be bound by its terms if you use the fiber optic services including but not limited to high-speed data or phone (individually and collectively "Services") or otherwise indicate your affirmative acceptance of such terms. You ("Customer") acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and Billing procedures outlined below.

- 1. SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services, on a month-to-month basis. Customer agrees to pay monthly charges in advance including all applicable taxes and fees. Customer agrees to pay for all Services provided by HomeWorks including, but not limited to, charges for installation and equipment.
- 2. SMARTHUB.** Customer is required to complete the SmartHub registration process following the in-home installation. HomeWorks does not send a paper bill. All monthly bills will be distributed and available only through SmartHub. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
- 3. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer understands that HomeWorks may require a security deposit and/or issue an administrative late fee (Late Fee) for monthly charges not paid by the stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. If Services are disconnected, HomeWorks may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before Services are restored. If Customer's payment is refused for any reason, HomeWorks may impose a service charge up to \$50.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay HomeWorks for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- 4. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all equipment installed by HomeWorks in or on Customer premises including, without limitation, inside or outside optical network terminals ("Units") and wiring and other HomeWorks property and facilities delivered to Customer and/or installed on the premises to receive Services. This Equipment shall remain the sole and exclusive property of HomeWorks. Customer assumes the risk of loss, theft, or damage to all Equipment at all times. Customer agrees to pay any Equipment lease charges associated with the Service. In the event that the Equipment is destroyed, damaged, lost or stolen, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to HomeWorks for the full replacement cost for any damaged Equipment. Further, Customer understands and agrees that HomeWorks may charge the payment method on file at time of termination of Services for the cost for any damaged Equipment, in accordance with applicable law.
- 5. TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.
- 6. TERMINATION OF SERVICE BY CUSTOMER.** Customer may terminate Service in person at the office or by telephone. Customer is liable for all Services rendered by HomeWorks up to the time the account has been de-activated.
- 7. THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration, or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the service address without prior authorization from

HomeWorks.

8. **TERMINATION OF SERVICE BY SERVICE PROVIDER.** HomeWorks will give Customer five (5) days' prior notice of disconnection of all or part of Services unless the disconnection is requested by Customer. If Customer's bill is not paid after notification is received, HomeWorks may disconnect Services. Upon termination for any reason, HomeWorks may charge additional fees on any unpaid balance. Further, Customer understands and agrees that HomeWorks may charge the payment method on file at termination of Services in the amount of any outstanding balance, fees and for the cost for any damaged Equipment, in accordance with applicable law. Termination of Services may result in the permanent loss of Customer's assigned telephone number.
9. **VOLUNTARY SUSPENSION OF SERVICES (VACATION POLICY).** HomeWorks may allow Customer to voluntarily suspend services during the agreement term. For the full policy, visit our website at www.homeworks.org or contact HomeWorks.
10. **CHANGES IN SERVICE/CHARGES.** HomeWorks may change or eliminate Services and charges, in conformity with applicable law. Otherwise, HomeWorks will give Customers 30 days' notice of increases or other changes in charges or Services.
11. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where HomeWorks completes installation. Customer may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing HomeWorks with written consent from both parties (unless proof is provided that previous party is deceased).
12. **SERVICE AND REPAIRS.** HomeWorks will make reasonable efforts to maintain its system and respond to service calls in a timely manner. HomeWorks will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Customer is responsible to pay the cost of repair or replacement of Equipment caused by intentional or negligent misuse..
13. **ACCESS TO PREMISES.** As a condition of receiving Services, Customer authorizes HomeWorks to enter premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to HomeWorks a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace outlets, transmission lines and all other Equipment necessary to provide Services to Customer and others. If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access and easement to HomeWorks, or that he/she has obtained consent from the owner of the premises for HomeWorks to install and maintain Equipment as indicated on work order.
14. **PRIOR ACCOUNTS.** Customer warrants that no monies are owed to HomeWorks from previous accounts with HomeWorks. If HomeWorks finds a prior account with Customer where money is owed to HomeWorks, then HomeWorks may apply any funds received under this Agreement to that prior account.
15. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. HOMEWORKS DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.**
 - a. HomeWorks makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.
 - b. Limitation of Liability: HomeWorks shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of HomeWorks, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
 - c. Customer Exclusive Remedy: HomeWorks' entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by HomeWorks of any obligation HomeWorks may have under these Terms and Conditions shall be Customer's ability to terminate the Services or to obtain the replacement or repair of any defective Equipment. In no event shall HomeWorks' liability to Customer for any claim arising out of this Agreement exceed the amount

paid by the Customer during the preceding 30-day period.

- 16. CUSTOMER INDEMNIFICATION.** Customer is responsible for and shall defend, indemnify, and hold harmless HomeWorks and its employees, affiliates, suppliers, agents, and contractors, and shall reimburse HomeWorks for any damages, losses, or expenses (including, without limitation, reasonable attorney's fees, and costs) incurred by HomeWorks in connection with any claims, suits, judgments and causes of action arising out of:
- a. Customer use of the Services or Equipment;
 - b. Violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from customer use of the Services or any unauthorized apparatus or system; and
 - c. Customer breach of any provision of this Agreement.
- 17. SERVICE INTERRUPTIONS.** HomeWorks assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strikes or weather. Customer understands that fiber service requires active electric service at Customer's location and if an electrical service outage occurs, the fiber optic service, including all telephone services (if elected), may not function.
- 18. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between HomeWorks facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond the control of HomeWorks. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computer or device and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer's on-line experience, including ability to view streaming video, and speed of downloads. Except as otherwise provided by law, HomeWorks reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.
- 19. INTERNET USE.** Customer understands that use of Services is subject to HomeWorks Acceptable Internet Use Policy, which may be amended from time to time. This policy can be found online at HomeWorks.org or by contacting HomeWorks. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. HomeWorks assumes no responsibility and disclaims any liability for the security of any information on Customer's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. HomeWorks has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.
- 20. TROUBLESHOOTING.** Customer may contact technical support at 1-800-668-8413, at any time, for service issues relating to internet and telephone.
- 21. COMPLIANCE WITH AGREEMENT.** HomeWorks reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services.
- 22. BASIC 911/ENHANCED 911 (E911 SERVICE).** You will have access to either basic 911 or Enhanced 911 ("E911") service. With E911 service, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators, nor can we guarantee that a 911 call will be routed to the correct operator. Customers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped, or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third parties involved with providing 911 Dialing to you, including, without limitation, call routers, call

centers and local emergency centers.

- a. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the Services and/or products we provide under this Agreement of the important differences in, and limitations of your phone service as compared with basic 911 or E911. The documentation that accompanies each telephone device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker as near as possible to each phone that you use with the Services. If you did not receive a 911 Sticker with your telephone device, or you require additional 911 Stickers for phone devices we do not provide, please contact our customer care department at 1-888-538-3960 for additional 911 Stickers which we will provide for no additional cost.
- b. **Location of Service.** This Service is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if service can be provided at your new permanent address. Services will only be provided at locations where E911 or basic 911 connectivity are available.
- c. **Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with our service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.
- d. In the event of a power failure, network backup power systems are in place. The device providing service also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should notify us for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption will prevent all services, including 911 dialing from functioning.
- e. Service outages, suspensions or disconnections of your broadband service will prevent all service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.
- f. Service outages due to disconnection of your account will prevent all Services, including 911 Dialing, from functioning.
- g. Other third-party transport providers may intentionally or inadvertently block the ports over which the Services are provided or otherwise impede the usage of the Services. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Services are impeded, and unless and until the locking or impediment is removed or the blocking or impediment is otherwise resolved, your Services, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the Services, and any loss of Services, including 911 Dialing, which may result. In the event you lose Services as a result of blocking of ports or any other impediment to your usage of the Services, you will continue to be responsible for payment of the service charges unless and until you disconnect the Services in accordance with this Agreement.
- h. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Services as compared to traditional 911 dialing over traditional public telephone networks. HomeWorks does not have any control over whether, or the manner in which, calls using 911 Dialing service are answered or addressed by any local or national emergency response center. HomeWorks and our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. HomeWorks and our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. HomeWorks and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER HOMEWORKS, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY

WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICE. Customer shall defend, indemnify, and hold harmless HomeWorks and our suppliers, our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Services to be able to use 911 Dialing or access emergency service personnel.

- i. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Services.

23. HOLD HARMLESS. Customer hereby waives, releases, and holds harmless HomeWorks from any and all responsibility due to damage to any and all under and above ground facilities up to and including secondary electric, water, phone, gas, septic, yard, garden, driveway, drain field, well head, and fence; and shall indemnify HomeWorks from any liability arising therefrom. Customer understands it is Customer's sole responsibility to mark personal underground facilities as noted above. These items are not marked or protected by MISS DIG. Refusing to sign this Agreement will delay the installation of HomeWorks fiber internet until accommodating arrangements be made.

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH OTHER IMPORTANT PAPERS.

Internet services are not regulated by the Michigan Public Service Commission.