

NORTHWEST OHIO BROADBAND LLC

TERMS OF SERVICE

Effective Date: September 2021

Version 2021.1

These Terms of Service ("Terms" or "Agreement") govern services provided by Northwest Ohio Broadband LLC, an Ohio limited liability company ("Northwest Ohio Broadband," "NWOHIOBB," "Company," "we," "us," or "our"), to the person or entity purchasing, receiving, or using the Services ("Customer," "you," or "your").

These Terms apply to the Services identified in Customer's applicable service agreement, service order, installation agreement, order confirmation, or other service-specific agreement ("Service Agreement").

By entering into a Service Agreement or otherwise validly accepting these Terms, Customer agrees to be bound by these Terms and the applicable Service Agreement.

1. SERVICES

Northwest Ohio Broadband may provide fixed wireless Internet access, broadband Internet access, Home Phone/Voice over Internet Protocol ("VoIP") service, managed Wi-Fi, and other communications or technology services identified in Customer's Service Agreement ("Service" or "Services").

Not every Service is available at every location.

Commercial, enterprise, dedicated, specially constructed, or otherwise customized Services may be subject to additional provisions contained in the applicable Service Agreement.

2. ACCEPTABLE USE POLICY

Customer's use of Internet and network Services is subject to Northwest Ohio Broadband's separate Acceptable Use Policy ("AUP"), which is incorporated into these Terms by reference.

The AUP establishes the rules governing acceptable and prohibited use of Northwest Ohio Broadband's network and Services.

The current AUP is available through the Northwest Ohio Broadband website.

The detailed rules regarding network use are contained in the AUP and are intentionally not duplicated in these Terms.

3. SERVICE AGREEMENT

Customer's Service Agreement may identify:

- Service Location;
- Service plan;
- Advertised speed;
- Monthly recurring charge;
- Installation charge;
- Construction charge;
- Equipment;
- Service Period, if any;
- Promotional pricing;
- Special conditions; and
- Other Service-specific terms.

If an individually negotiated written Service Agreement expressly conflicts with these Terms regarding the applicable Service, the specifically negotiated provision controls to the extent of the conflict, except where applicable law requires otherwise.

4. SERVICE LOCATION

Service is provided to the address identified in Customer's Service Agreement ("Service Location").

Customer may not relocate Company-owned equipment or move location-dependent Service to another address without Northwest Ohio Broadband's authorization.

Availability at one Service Location does not guarantee availability at another location.

Fixed wireless Service is dependent upon technical feasibility, including signal conditions, radio-frequency conditions, interference, spectrum availability, terrain, obstructions, and a usable radio path.

5. ACTIVATION AND SERVICE PERIOD

Service begins when Northwest Ohio Broadband has installed or activated the Service and made it materially available for Customer's use ("Activation Date").

Unless the applicable Service Agreement expressly establishes a defined Service Period, standard residential Internet Service will continue on a month-to-month basis.

Commercial, enterprise, dedicated, specially constructed, discounted, promotional, or otherwise customized Services may have a defined Service Period identified in the Service Agreement.

6. CUSTOMER AUTHORITY

Customer represents that Customer has legal authority to enter into the Service Agreement and to authorize installation at the Service Location.

If Customer does not own the Service Location, Customer is responsible for obtaining any necessary authorization from the property owner, landlord, property manager, association, or other person having authority over the property.

Customer is responsible for providing accurate information reasonably necessary to establish and maintain the account and Services.

7. MONTHLY SERVICE FEES AND OTHER CHARGES

Customer agrees to pay all valid charges applicable to the Services Customer orders, receives, or authorizes.

Charges may include:

- Monthly Service charges;
- Home Phone or Voice Service charges;
- Installation charges;
- Construction charges;
- Equipment charges;
- Service-call charges;
- Repair or replacement charges;
- Relocation or reinstallation charges;
- Reconnection charges;
- Applicable taxes and governmental fees; and
- Other charges agreed to by Customer.

Monthly recurring Service charges may be billed in advance.

Customer remains responsible for valid charges incurred through the effective cancellation or termination date.

8. BILLING AND PAYMENT

Payment is due on the date shown on Customer's invoice.

Customer is responsible for maintaining accurate billing and contact information.

Invoices and routine account notices may be provided electronically or by another reasonable method.

Customer should review invoices promptly.

Customer must notify Northwest Ohio Broadband of a disputed charge or alleged billing error within 30 days after the applicable invoice date so that Northwest Ohio Broadband has a reasonable opportunity to investigate the dispute.

Nothing in this Section eliminates a right or remedy that applicable law does not permit Customer to waive.

9. LATE PAYMENTS

If Customer fails to pay a valid amount by the applicable due date, Northwest Ohio Broadband may assess a **\$25.00 late fee**, to the extent permitted by applicable law.

Failure to receive an invoice does not eliminate Customer's obligation to pay valid charges when due.

A delinquent account may be subject to suspension or disconnection.

Northwest Ohio Broadband is not required to continue providing Service to an account that remains delinquent.

10. RETURNED PAYMENTS AND CHARGEBACKS

Northwest Ohio Broadband may assess a **\$39.00 returned-payment fee** for a returned check, rejected bank payment, improper payment reversal, or improper chargeback, to the extent permitted by applicable law.

Customer should contact Northwest Ohio Broadband concerning a legitimate billing dispute before initiating a chargeback so that Northwest Ohio Broadband has an opportunity to investigate and resolve the matter.

A fraudulent or abusive chargeback may be treated as nonpayment and an account default.

11. NONPAYMENT, SUSPENSION, AND RECONNECTION

Failure to pay valid charges when due constitutes a Customer default.

Northwest Ohio Broadband may suspend or disconnect Service for nonpayment.

Before restoring Service following a payment-related suspension or disconnection, Northwest Ohio Broadband may require payment of:

- The entire past-due balance;
- Applicable reconnection charges;
- One month's Service in advance; and/or
- Another reasonable payment requirement disclosed to Customer and permitted by applicable law.

Northwest Ohio Broadband may require an approved automatic-payment method or advance payment as a condition of restoring Service to an account with repeated payment defaults, where permitted by law.

Suspension or disconnection does not eliminate amounts already owed.

12. CANCELLATION

Customer may request cancellation through a cancellation method designated by Northwest Ohio Broadband.

Unless the Service Agreement provides otherwise or applicable law requires otherwise, cancellation becomes effective at the end of Customer's then-current billing period.

Monthly Service charges generally will not be prorated for an unused portion of a billing period unless Northwest Ohio Broadband authorizes a credit or applicable law requires one.

12.1 Outstanding Balance

All valid amounts owed to Northwest Ohio Broadband become immediately due upon cancellation or termination.

Customer remains responsible for applicable:

- Monthly Service charges;
- Past-due charges;
- Installation or construction charges;
- Equipment charges;
- Service-call charges;
- Late fees;
- Returned-payment charges; and
- Other valid charges owed under the Service Agreement.

Cancellation of Service does not cancel, waive, forgive, reduce, compromise, settle, or otherwise extinguish Customer's outstanding financial obligations.

An account canceled or disconnected with an outstanding balance will be designated:

CLOSED - BALANCE DUE / NOT IN GOOD STANDING

The account will not be considered financially satisfied until all valid amounts owed have been paid.

13. COLLECTION OF OUTSTANDING BALANCES

Northwest Ohio Broadband expressly reserves the right to collect valid unpaid balances following cancellation, suspension, disconnection, or termination.

Northwest Ohio Broadband may use lawful collection remedies, including direct collection efforts, collection-agency referral, small-claims proceedings, civil litigation, or other remedies permitted by applicable law.

Where permitted by applicable law and the applicable agreement, Customer may be responsible for recoverable collection expenses, court costs, and reasonable attorney fees associated with collecting valid unpaid amounts.

Northwest Ohio Broadband may refuse to establish, transfer, reconnect, or restore Service to a Customer with an outstanding prior account balance until all valid amounts owed have been paid in full.

Northwest Ohio Broadband may additionally require advance payment or another reasonable payment arrangement before establishing future Service for a Customer with a prior payment default.

14. TERM SERVICE AND EARLY TERMINATION

Unless expressly stated otherwise in the applicable Service Agreement, standard residential Internet Service is month-to-month.

If Customer agrees to a defined Service Period, the applicable Service Agreement will identify that period and any applicable early-termination obligations.

No early-termination charge applies unless established by the applicable Service Agreement, promotion, or other agreement accepted by Customer.

Commercial, enterprise, dedicated, special-construction, discounted, or other term Services may require Customer to pay agreed unrecovered construction, installation, equipment, promotional, or other costs following early termination.

15. CHANGES TO SERVICE AND PRICING

Northwest Ohio Broadband may change month-to-month Service plans, features, or pricing by providing notice as required by applicable law.

A pricing or Service change does not alter amounts already owed.

An expressly agreed fixed-term price will not be changed contrary to the applicable Service Agreement unless permitted by that agreement or applicable law.

Customer may request a change of Service plan subject to availability, technical feasibility, applicable charges, and current Service offerings.

16. INSTALLATION

Northwest Ohio Broadband will determine the appropriate installation method based upon technical feasibility, network design, signal conditions, radio path, safety requirements, and characteristics of the Service Location.

Installation may include outdoor antennas or subscriber radios, mounting hardware, cabling, power supplies, surge protection, routers, managed Wi-Fi equipment, telephone adapters, network termination equipment, switches, or other equipment reasonably necessary to provide Service.

Customer authorizes Northwest Ohio Broadband and its authorized employees or contractors to perform agreed installation work.

17. PROPERTY ACCESS

Customer shall provide Northwest Ohio Broadband reasonable access to the Service Location when necessary to install, inspect, maintain, repair, replace, upgrade, relocate, or retrieve Company-owned equipment.

Except in emergencies or circumstances reasonably requiring immediate action, Northwest Ohio Broadband will make reasonable efforts to coordinate access with Customer.

If required access cannot be obtained, Northwest Ohio Broadband may decline installation, suspend affected work, or discontinue Service that cannot reasonably be maintained without such access.

18. INSTALLATION SAFETY AND TECHNICAL FEASIBILITY

Northwest Ohio Broadband may refuse, modify, postpone, or discontinue an installation when Company personnel reasonably determine that installation cannot safely or reliably be completed.

Conditions may include:

- Unsafe roofs or structures;
- Electrical hazards;
- Inadequate grounding;
- Inaccessible locations;
- Insufficient signal;
- Excessive interference;
- Obstructed radio paths;
- Property restrictions; or
- Other conditions presenting an unreasonable technical or safety risk.

Additional work beyond a standard installation may require Customer approval of additional charges.

19. SITE PREPARATION

Customer is responsible for reasonable preparation of the Service Location.

Customer may be required to provide suitable electrical power, reasonable access to installation areas, and appropriate space for Company equipment.

Customer is responsible for disclosing known hazards and known privately installed utilities that could reasonably affect installation work.

Customer may be responsible for moving furniture, equipment, or Customer property necessary to provide installation or service access.

20. INSTALLATION DAMAGE AND PROPERTY CONDITION

Northwest Ohio Broadband will use reasonable care when performing authorized installation, maintenance, and removal work.

Customer acknowledges that normal installation may require reasonable physical modifications to the property, including drilling, mounting hardware, cable penetrations, attachment of antennas or radios, and installation of cabling.

Northwest Ohio Broadband is not responsible for preexisting defects, hidden conditions, deterioration, defective construction, or damage resulting from conditions that could not reasonably have been discovered before the work.

Nothing in this Section eliminates liability that applicable law does not permit Northwest Ohio Broadband to exclude.

21. COMPANY-OWNED EQUIPMENT

Unless expressly sold to Customer under a written agreement, equipment supplied by Northwest Ohio Broadband remains the property of Northwest Ohio Broadband.

Company-owned equipment may include antennas, subscriber radios, mounting equipment, power supplies, routers, managed Wi-Fi equipment, telephone adapters, network termination equipment, switches, and related equipment.

Company-owned equipment does not become Customer property merely because it is installed at the Service Location.

Customer shall reasonably safeguard Company-owned equipment.

Customer shall not sell, lease, pledge, transfer, intentionally damage, tamper with, relocate, modify, or obtain unauthorized administrative access to Company-owned equipment.

Customer shall not permit an unauthorized person to perform work on Company-owned equipment.

22. EQUIPMENT RETURN AND RETRIEVAL

Upon cancellation or termination, Customer must return or make Company-owned equipment reasonably available for retrieval.

Unless Northwest Ohio Broadband provides different instructions, Customer shall return or make equipment available within **10 days** following termination.

Equipment must be returned in reasonable condition, ordinary wear and tear excepted.

Failure to return Company-owned equipment may result in Customer being charged the reasonable replacement cost of the unreturned equipment.

Customer may also be responsible for repair or replacement of Company equipment damaged beyond ordinary wear and tear due to Customer's intentional conduct, negligence, unauthorized modification, or failure to reasonably safeguard the equipment.

Northwest Ohio Broadband may retrieve outdoor antennas, subscriber radios, or other Company equipment where removal should reasonably be performed by trained personnel.

Equipment-related amounts properly assessed become part of Customer's outstanding account balance.

23. CUSTOMER-OWNED EQUIPMENT

Customer is responsible for Customer-owned equipment and software.

Northwest Ohio Broadband does not guarantee compatibility, security, operation, or performance of Customer-owned routers, access points, computers, televisions, cameras, gaming systems, smart-home devices, IoT equipment, switches, telephones, or other third-party equipment.

Northwest Ohio Broadband may, at its discretion, provide support for Customer-owned equipment and may charge its then-current service rate for such work.

24. INTERNET SERVICE SPEEDS AND PERFORMANCE

Northwest Ohio Broadband will use commercially reasonable efforts to provide the Internet Service associated with Customer's selected plan.

Unless expressly guaranteed by a separately executed Service Level Agreement ("SLA"), Northwest Ohio Broadband does not guarantee that Customer will continuously receive the maximum advertised speed.

Actual performance may be affected by factors including:

- Radio-frequency interference;
- Signal conditions;
- Weather;
- Vegetation;
- Physical obstructions;
- Network congestion;
- Internet congestion outside Northwest Ohio Broadband's network;
- Customer Wi-Fi;
- Customer equipment;
- Device capabilities;
- Remote servers and applications;
- Maintenance;
- Upstream-provider conditions; and
- Circumstances outside Northwest Ohio Broadband's reasonable control.

25. WI-FI PERFORMANCE

Performance of Northwest Ohio Broadband's Internet Service and performance of Customer's Wi-Fi network are not necessarily the same.

Wi-Fi may be affected by building construction, distance, interference, neighboring networks, Customer devices, equipment placement, and Customer-owned equipment.

Unless Customer purchases a Service expressly providing managed or guaranteed Wi-Fi coverage, Northwest Ohio Broadband does not guarantee Wi-Fi coverage throughout Customer's property.

26. FIXED WIRELESS CONDITIONS

Customer acknowledges that fixed wireless Service depends upon radio communications and may be affected by changing environmental, physical, and radio-frequency conditions.

Trees, vegetation, structures, terrain, new construction, interference, and other changed conditions may affect Service.

Customer shall not knowingly obstruct, damage, or materially interfere with Company equipment or the radio path serving the Service Location.

Northwest Ohio Broadband may relocate, replace, or modify equipment when reasonably feasible to maintain Service.

Customer-requested or Customer-caused relocation or additional installation work may result in additional charges.

If Northwest Ohio Broadband can no longer reasonably provide Service to a Service Location, Northwest Ohio Broadband may discontinue the affected Service.

27. SERVICE AVAILABILITY

Northwest Ohio Broadband will use commercially reasonable efforts consistent with normal industry practices to maintain Service.

Customer acknowledges that Service may occasionally be unavailable because of scheduled or emergency maintenance, equipment failure, utility failure, tower or site failure, backhaul failure, fiber cuts, wireless interference, upstream-provider failure, weather, accidents, malicious third-party activity, or circumstances outside Northwest Ohio Broadband's reasonable control.

Unless expressly provided under a separate SLA, Northwest Ohio Broadband does not guarantee uninterrupted Service.

28. MAINTENANCE

Northwest Ohio Broadband may perform maintenance, repairs, upgrades, equipment replacement, tower work, frequency changes, routing changes, backhaul work, or other activities reasonably necessary to maintain or improve its Services.

Where reasonably practicable, Northwest Ohio Broadband may provide advance notice of significant planned maintenance expected to cause a material interruption.

Emergency maintenance may be performed without advance notice.

29. SERVICE CREDITS

If a continuous Service outage caused by Northwest Ohio Broadband's negligence or another qualifying failure within Northwest Ohio Broadband's reasonable control exceeds **24 continuous hours**, Customer may qualify for a Service credit.

A qualifying credit will generally equal **1/30 of the applicable monthly base Service charge for each qualifying continuous 24-hour period**.

Customer must report the outage to Northwest Ohio Broadband so that the outage can be documented and investigated.

Separate shorter interruptions may not be combined to satisfy the 24-hour requirement.

Credits generally do not apply to interruptions caused by:

- Customer-owned equipment;
- Customer Wi-Fi;
- Loss of electrical power at Customer's premises;
- Customer acts or omissions;
- Third-party damage;
- Severe weather or natural disaster;
- Scheduled or emergency maintenance;
- Malicious cyber activity;
- Force Majeure Events; or
- Circumstances outside Northwest Ohio Broadband's reasonable control.

Northwest Ohio Broadband may provide additional credits at its discretion.

30. APPLICATION OF HOME PHONE TERMS

Sections 30 through 39 apply only to Customers subscribing to Northwest Ohio Broadband Home Phone, interconnected Voice over Internet Protocol ("VoIP"), or another applicable Voice Service.

Customers who do not subscribe to Voice Service are not subject to these Voice-specific Sections.

31. NATURE OF HOME PHONE SERVICE

Northwest Ohio Broadband Home Phone Service uses Internet Protocol technology.

Voice Service depends upon functioning broadband connectivity, electrical power, compatible equipment, Northwest Ohio Broadband's network, and applicable third-party telecommunications systems.

Voice Service therefore may operate differently from traditional telephone service.

32. 911 AND E911

Where required for the applicable interconnected VoIP Service, Northwest Ohio Broadband provides access to 911/E911 Service in accordance with applicable federal requirements.

When Customer dials **911**, the call is intended to be routed to the applicable emergency answering point using the emergency location information associated with Customer's Voice Service.

CUSTOMER SHOULD ALWAYS BE PREPARED TO PROVIDE THE 911 OPERATOR WITH CUSTOMER'S ACTUAL PHYSICAL LOCATION, INCLUDING THE STREET ADDRESS AND ANY APPLICABLE APARTMENT, SUITE, FLOOR, ROOM, OR OTHER LOCATION INFORMATION.

33. REGISTERED AND EMERGENCY LOCATION

Customer must provide Northwest Ohio Broadband with accurate physical-location information required for activation and operation of Voice and emergency-calling Services.

Customer shall not knowingly provide false, incomplete, or misleading emergency-location information.

Customer is responsible for promptly notifying Northwest Ohio Broadband through the method provided by the Company if the location associated with a portable or relocatable Voice Service changes.

Customer acknowledges that emergency calling may be delayed, misdirected, or otherwise adversely affected if location information is inaccurate or outdated.

34. MOVING VOICE EQUIPMENT

Customer shall not move location-dependent Voice equipment to a different physical location without first following Northwest Ohio Broadband's procedures for changing or confirming the applicable Service and emergency location.

Moving equipment without updating the applicable emergency location may cause a 911 call to be associated with an incorrect address or routed incorrectly.

Customer is responsible for promptly informing Northwest Ohio Broadband of a change to the location at which applicable Voice Service is used.

35. VOIP 911 LIMITATIONS

CUSTOMER ACKNOWLEDGES THAT 911 SERVICE PROVIDED THROUGH VOIP MAY OPERATE DIFFERENTLY FROM 911 SERVICE PROVIDED THROUGH A TRADITIONAL LANDLINE TELEPHONE.

Voice Service and 911 calling may be unavailable, interrupted, delayed, degraded, or otherwise affected by circumstances including:

- Electrical power failure;
- Broadband Service failure;
- Failure of Customer's router;
- Failure of Customer's telephone adapter;
- Failure of Customer's telephone or network equipment;
- Northwest Ohio Broadband network failure;
- Upstream-provider failure;
- Suspension or termination of Service;
- Incorrect or outdated emergency-location information;
- Unauthorized relocation of Voice equipment;
- Network congestion;
- Internet or telecommunications failure;
- Equipment configuration problems;
- Emergency-system failure; or
- A Force Majeure Event.

Customer should maintain an alternative means of contacting emergency services, such as a charged mobile telephone.

36. POWER FAILURE

Voice Service requires electrical power for equipment necessary to originate and transmit calls.

A power failure may cause Home Phone Service, including 911 calling, to stop working unless all necessary equipment remains powered through an operational backup-power source.

Equipment requiring power may include Northwest Ohio Broadband subscriber equipment, routers, switches, telephone adapters, cordless-phone base stations, and other network devices.

Unless Northwest Ohio Broadband expressly agrees otherwise in writing, Customer is responsible for Customer-owned battery backup, uninterruptible power supply, generator, or other backup-power equipment.

37. BROADBAND FAILURE

Voice Service depends upon functioning broadband connectivity.

If Customer's Internet Service is unavailable, suspended, disconnected, or unable to carry Voice traffic, Home Phone Service and 911 calling may also be unavailable.

Following restoration of broadband Service, Customer equipment may require time to reconnect or may require a restart before Voice Service becomes operational.

38. 911 CUSTOMER NOTICE AND ACKNOWLEDGMENT

Northwest Ohio Broadband may provide Voice subscribers with additional disclosures, labels, notices, or acknowledgments concerning differences between interconnected VoIP 911 and traditional telephone 911 Service.

Where required by applicable law, Customer agrees to acknowledge receipt and understanding of such disclosures using the method provided by Northwest Ohio Broadband.

Customer should place or retain any 911 warning notice or label provided by Northwest Ohio Broadband as instructed.

39. THIRD-PARTY EMERGENCY SYSTEMS

Northwest Ohio Broadband may use third-party telecommunications carriers, Voice platforms, emergency-routing providers, databases, and other providers in connection with Voice and 911 Services.

Northwest Ohio Broadband does not control the operation of public safety answering points, emergency communications centers, emergency responders, or independent third-party networks.

Northwest Ohio Broadband does not guarantee the response time, availability, conduct, or performance of emergency-response organizations after a 911 call has been properly delivered to the applicable emergency system.

Nothing in this Section eliminates obligations or liability that applicable law does not permit Northwest Ohio Broadband to waive or limit.

40. TELEPHONE NUMBERS AND NUMBER PORTABILITY

Assignment of a telephone number does not transfer ownership of that telephone number to Customer.

Number availability, assignment, transfer, porting, and retention are subject to applicable law, carrier requirements, industry procedures, and technical feasibility.

Customer should not cancel existing Voice Service before an outbound number port is completed unless instructed to do so.

Premature cancellation may result in loss of a telephone number where permitted by applicable law and carrier procedures.

41. SPECIAL TELEPHONE EQUIPMENT

Customer should not assume that equipment designed for traditional analog telephone lines will operate properly over VoIP Service.

Such equipment may include:

- Alarm systems;
- Medical-alert devices;
- Elevator phones;
- Fax machines;
- Credit-card terminals;
- Modems;
- Satellite receivers; and
- Other specialized equipment.

Customer is responsible for verifying compatibility with the manufacturer or provider of the applicable equipment or service.

Northwest Ohio Broadband Voice Service should not be used as the sole communications path for a life-safety system unless Northwest Ohio Broadband has expressly agreed in writing that the specific application is supported.

42. CUSTOMER DEFAULT

Customer is in default if Customer:

- Fails to pay valid charges when due;
- Materially violates these Terms;
- Materially violates the AUP;
- Provides materially false account information;
- Materially interferes with Company-owned equipment;
- Denies required access to Company-owned equipment;
- Engages in fraud relating to the account; or
- Materially breaches an applicable Service Agreement.

43. SUSPENSION

Northwest Ohio Broadband may suspend Service for:

- Nonpayment;
- Material breach of these Terms;
- Material violation of the AUP;
- Fraud;
- Unauthorized use;
- Equipment tampering;
- Unsafe conditions;
- Threats to Company personnel;
- Legal requirements; or
- Another material Customer default.

Where circumstances reasonably permit, Northwest Ohio Broadband may provide Customer an opportunity to correct a violation.

Northwest Ohio Broadband may take immediate action when reasonably necessary to protect persons, property, Company equipment, Company infrastructure, other customers, or Service availability.

44. TERMINATION BY NORTHWEST OHIO BROADBAND

Northwest Ohio Broadband may terminate Service for a material or repeated breach of these Terms, the AUP, or the applicable Service Agreement.

Northwest Ohio Broadband may also discontinue Service if it can no longer reasonably provide Service because of loss of site or tower access, loss of backhaul, harmful interference, spectrum conditions, technical infeasibility, legal requirements, safety conditions, or other material operational circumstances.

Termination does not eliminate Customer's obligation to pay valid amounts owed.

45. FORCE MAJEURE

Northwest Ohio Broadband shall not be responsible for failure or delay caused by circumstances reasonably beyond its control.

Such circumstances may include severe weather, lightning, tornado, flood, ice, fire, natural disaster, utility failure, fiber cut, tower or structure failure, upstream-provider failure, governmental action, war, terrorism, civil disturbance, labor disruption, supply-chain disruption, cyberattack, denial-of-service attack, site-access restrictions, or other circumstances reasonably beyond Northwest Ohio Broadband's control.

46. NO GUARANTEE OF INTERNET SECURITY

Customer acknowledges that Internet communications involve inherent risks.

Northwest Ohio Broadband does not guarantee that Customer's communications, devices, networks, files, or data will be immune from unauthorized access, malware, interception, cyberattack, corruption, or data loss.

Customer is responsible for maintaining reasonable backups and appropriate security for Customer-owned devices and data.

47. LIMITED WARRANTY

Northwest Ohio Broadband will use commercially reasonable efforts consistent with normal industry practices to provide the Services.

Except for obligations expressly stated in these Terms or imposed by applicable law, Services are provided on an **"AS AVAILABLE"** basis.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NORTHWEST OHIO BROADBAND DISCLAIMS IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Nothing in these Terms eliminates a warranty or right that applicable law does not permit the parties to waive.

48. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NORTHWEST OHIO BROADBAND SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF DATA, OR LOSS OF GOODWILL.

Northwest Ohio Broadband is not responsible for losses caused solely by Customer-owned equipment, Customer Wi-Fi, Customer's failure to maintain electrical power, Customer's failure to maintain reasonable equipment security, third-party Internet services, emergency-response organizations, or circumstances reasonably beyond Northwest Ohio Broadband's control.

These limitations apply regardless of the legal theory asserted to the extent permitted by applicable law.

Nothing in these Terms excludes or limits liability that applicable law prohibits Northwest Ohio Broadband from excluding or limiting.

49. CUSTOMER INDEMNIFICATION

To the extent permitted by applicable law, Customer agrees to indemnify and hold harmless Northwest Ohio Broadband and its members, officers, employees, representatives, contractors, and agents from third-party claims, liabilities, damages, and reasonable costs arising from Customer's:

- Unlawful use of Service;
- Material violation of these Terms or the AUP;
- Intentional misconduct;
- Unauthorized modification or misuse of Company-owned equipment;
- Materially false information supplied by Customer; or
- Infringement of another person's rights through Customer's use of Service.

This provision does not require Customer to indemnify Northwest Ohio Broadband for Company conduct where such indemnification is prohibited by applicable law.

50. CUSTOMER RESPONSIBILITY FOR USERS

Customer is responsible for persons Customer authorizes to use Customer's account or Services.

Customer shall make reasonable efforts to ensure authorized users comply with these Terms and the AUP.

Customer should promptly notify Northwest Ohio Broadband if Customer becomes aware that the account, Company equipment, or Service has been compromised or used without authorization.

51. PRIVACY

Northwest Ohio Broadband will handle Customer information in accordance with applicable law and Northwest Ohio Broadband's then-current privacy practices.

Northwest Ohio Broadband may collect, use, retain, or disclose Customer and network information as reasonably necessary to provide and bill for Service, maintain and secure its network, investigate account or Service problems, prevent fraud, comply with lawful process, protect Company rights and property, or fulfill applicable legal obligations.

Nothing in these Terms authorizes disclosure prohibited by applicable law.

52. LEGAL AND GOVERNMENT REQUESTS

Northwest Ohio Broadband may preserve or disclose information when required by applicable law, valid court order, subpoena, warrant, or other legally binding process.

Northwest Ohio Broadband may challenge or seek clarification of legal process where appropriate but is not obligated to do so unless required by law.

53. COMMUNICATIONS AND NOTICES

Routine communications regarding billing, Service, maintenance, outages, account administration, and changes to these Terms may be delivered using Customer's current contact information.

Methods may include email, billing statement, Customer portal, postal mail, telephone, authorized text message, website notice, or another reasonable method.

Customer is responsible for keeping account contact information current.

54. FORMAL LEGAL NOTICES

Formal legal notices to Northwest Ohio Broadband may be delivered to:

Northwest Ohio Broadband LLC

P.O. Box 18

Coldwater, Ohio 45828

Formal legal notices to Customer may be delivered to the postal or electronic address contained in Northwest Ohio Broadband's account records, to the extent permitted by applicable law.

55. CHANGES TO THESE TERMS

Northwest Ohio Broadband may revise these Terms when reasonably necessary because of changes in law, regulation, technology, Service offerings, network operations, security requirements, or business practices.

When applicable law requires notice or when a change materially affects Customer's contractual rights or obligations, Northwest Ohio Broadband will provide reasonable notice before the applicable change becomes effective.

A specifically negotiated fixed-term Service Agreement will not be materially altered contrary to its express provisions merely by publication of revised general Terms.

Continued use following the effective date of revised Terms constitutes acceptance to the extent permitted by applicable law.

56. ASSIGNMENT

Customer may not assign or transfer the Service Agreement without Northwest Ohio Broadband's consent.

Subject to applicable law, Northwest Ohio Broadband may assign these Terms or a Service Agreement to an affiliate, successor, purchaser, or other entity in connection with a merger, reorganization, financing, sale of assets, sale of the network, or sale or transfer of Northwest Ohio Broadband's business.

Any notice or consent required by applicable law will be provided or obtained.

57. GOVERNING LAW

These Terms and the applicable Service Agreement are governed by the laws of the **State of Ohio**, except where applicable federal law controls.

Any legal action shall be brought before a court having lawful jurisdiction over the parties and subject matter.

To the extent permitted by applicable law, the parties consent to jurisdiction in Ohio.

58. SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, the provision shall be enforced to the maximum extent permitted by applicable law.

The remaining provisions shall remain in effect.

59. NO WAIVER

Northwest Ohio Broadband's failure to enforce a provision on one occasion does not constitute a waiver of its right to enforce that provision or another provision later.

60. NO THIRD-PARTY BENEFICIARIES

Unless expressly stated otherwise, these Terms are intended for the benefit of Northwest Ohio Broadband and Customer and do not create contractual rights for third parties.

61. ENTIRE AGREEMENT

These Terms, Customer's applicable Service Agreement, and the Northwest Ohio Broadband Acceptable Use Policy constitute the agreement governing the applicable Service.

They supersede prior representations concerning the same Service except for obligations expressly preserved in another valid written agreement.

62. ORDER OF PRECEDENCE

If applicable contractual documents conflict, an individually negotiated and executed Service Agreement controls with respect to the specifically negotiated provision.

These Terms otherwise govern the contractual relationship between Northwest Ohio Broadband and Customer.

The Acceptable Use Policy governs acceptable and prohibited use of Northwest Ohio Broadband's Services and network.

Applicable law controls over any contractual provision that cannot lawfully be modified by agreement.

63. ELECTRONIC TRANSACTIONS AND ACCEPTANCE

Where Customer and Northwest Ohio Broadband have agreed to conduct a transaction electronically, electronic records and electronic signatures may be used to establish and administer the Service relationship to the extent permitted by applicable law.

Electronic acceptance may include an electronic signature, affirmative online acceptance, or another legally sufficient electronic action.

Northwest Ohio Broadband may retain electronic records of Customer's acceptance.

Nothing in this Section eliminates any separate consent, disclosure, acknowledgment, or signature required by applicable consumer-protection, electronic-transaction, telecommunications, or other law.

64. SURVIVAL

Provisions that by their nature should continue following cancellation or termination will survive, including provisions concerning:

- Outstanding balances;

- Collection rights;
- Equipment return;
- Property of Northwest Ohio Broadband;
- Limitation of liability;
- Indemnification;
- Governing law; and
- Other accrued rights and obligations.

65. CUSTOMER SERVICE AND CONTACT INFORMATION

Questions concerning Service, billing, these Terms, cancellation, equipment return, or Customer's account may be directed to:

Northwest Ohio Broadband LLC

P.O. Box 18

Coldwater, Ohio 45828

Website: www.nwohiobb.com

Current telephone, email, billing, and support contact methods are available through the Northwest Ohio Broadband website.

66. EFFECTIVE DATE

These Terms are effective **September 2021**.

These Terms supersede prior Northwest Ohio Broadband general Terms of Service for Services governed by this version, subject to existing contractual rights and applicable law.

Northwest Ohio Broadband LLC

Terms of Service

Version 2021.1

Effective September 2021

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