

BRIDGELINK® Internet Access — Terms and Conditions of Service

August 2024

THESE TERMS AND CONDITIONS OF SERVICE APPLY TO INTERNET ACCESS SERVICES PROVIDED BY BRIDGELINK COMMUNICATIONS LLC (“BRIDGELINK”) UNDER THE BRIDGELINK® TRADEMARK.

BridgeLink Internet access service (the “**Service**”) is provided to you by BridgeLink (also referred to as “we” or “us”), subject to your compliance with the terms and conditions set forth in these Terms and Conditions of Service (the “**Terms and Conditions**”). Any terms or conditions included on any Work Order, Service Terms and Conditions, point-of-sale purchase receipt, E-SIGN recording of a non-written contract, Promotional Offer, Acceptable Use Policy, or Privacy Policy are incorporated into and made a part of these Terms and Conditions. By accessing and using the Service, you represent and agree that you have read, understand, and consent to be bound by these Terms and Conditions. If you do not consent to be bound by the Terms and Conditions, DO NOT USE the Service or register as a customer of the Service and promptly email legal@bridgelinkinternet.com

BridgeLink may revise the Terms and Conditions at any time by posting a revised version on BridgeLink’s website or by notifying you by email, conventional mail, telephone, or on your BridgeLink monthly bill. You are responsible for periodic review of the Terms and Conditions and must be aware of any such revisions. The modified terms will become effective three (3) days after posting to the website or, if we notify you by email, conventional mail, telephone, or on your monthly bill, effective as stated in such message. By using the Service after any such modification, you agree to the latest version of the Terms and Conditions. However, any changes to the resolution of disputes provisions in Section 11 will not apply to any disputes for which the parties have actual notice on or prior to the date the change takes effect.

If any revision to the Terms and Conditions is unacceptable to you, you may terminate your subscription to the Service as provided in Section 1.6 herein. Further, if you violate any of the terms and conditions contained within the Terms and Conditions, BridgeLink may terminate and/or suspend your access to the Service without notice.

1. Account Set Up; Account Maintenance; Billing

1.1. Account Set-Up

You must complete an application for service and provide a credit or debit card for payment of applicable Service activation charges and monthly service charges. Upon acceptance of your application for service (which may include a credit check) and receipt of any applicable Service activation charge and monthly Service charge for the first month of Service (“**Initial Charges**”), BridgeLink will schedule a Service installation appointment with you. The date your Service is installed and operational will become your “**Service Renewal Date**” for purposes of monthly billing as set forth in Section 1.3, below. Upon installation, you will receive an account (“**Account**”). **Your Account is for residential use only.** You are solely and legally responsible for all activities conducted through your Account and agree that you will only use the Service for lawful purposes. You may permit another individual, including a minor, in your household to use your Account subject to your supervision, in which case you will retain all legal responsibility for the Account. BridgeLink has created an informational website with tips about safeguarding your home network and avoiding copyright infringement which is available here: <https://www.bridgelinkinternet.com/copyright-policy/>

1.2. Maintaining Accurate Account Information

You agree to provide accurate and complete Account information and to update this information, including applicable payment method information, when it changes. Failure to provide such accurate, complete and updated information shall constitute a breach of these Terms and Conditions and unauthorized access to the Service and may result in immediate termination of your Account and subject you to civil and/or criminal liabilities.

1.3 Monthly Service Charges

BridgLink requires you to provide a credit or debit card as the payment method for your monthly service charges, including applicable taxes, as part of your application for service. You authorize BridgeLink to automatically charge the credit/debit card associated with your Account five (5) days prior to the Service Renewal Date (defined in Section 1.1). BridgeLink will attempt to collect the monthly service charge up to three (3) times. If BridgeLink is unable to collect the monthly service charge prior to the Service Renewal Date, the Account will be suspended and Service will be unavailable.

1.4 Changes to Service Speed or Equipment

If you change your Service speed to a higher speed of Internet access during your monthly billing cycle (i.e., prior to your next Service Renewal Date), BridgeLink will charge the credit/debit card associated with your Account on the date the new, higher speed is activated for your Account on a prorated basis (i.e., the equivalent charge for the higher speed for number of days left until your Service Renewal Date). Thereafter, BridgeLink will collect the monthly service charge for the higher speed of Service. If you lower the speed of Service during the monthly billing cycle, you can continue to enjoy the higher speed service until your next Service Renewal Date at which time BridgeLink will collect the service charge for the new, lower tier of Service. If you lower the number of routers needed for your Service, BridgeLink will provide a self-addressed box to return unneeded routers, which will be deactivated.

1.5 Service Suspension

BridgLink may suspend Service, at its sole discretion, if BridgeLink is unable to collect payment of the Monthly Service Charges prior to the Service Renewal Date; for violation of these Terms and Conditions; or in the event BridgeLink finds evidence of fraud, abuse, or unlawful or other manipulative behavior. If Service is suspended for any such reason, you will be required to reestablish Service as a new customer, including payment of any Initial Charges.

1.6 Termination

Either you or BridgeLink may terminate your Account at any time and for any reason whatsoever. Other than disputing your bill in accordance with Section 1.7, below, your only right with respect to any dissatisfaction with the BridgeLink website or Service is to terminate your Account by delivering notice to BridgeLink. Any such notice of termination will be effective upon its actual receipt by BridgeLink. If this limitation is ruled inapplicable or invalid by a court, arbitrator, or state or federal agency with proper jurisdiction, then the remainder of the Terms and Conditions shall still be given full force and effect.

1.7 Process for Billing Disagreements

In the event of a disagreement about a bill, please contact BridgeLink Customer Care at legal@bridgelineinternet.com. Customer satisfaction is of the utmost importance to BridgeLink, and it is our policy to fully investigate and resolve, to our satisfaction, all billing disagreements lodged within 60 days of the original due date. Unless an investigation has been initiated through a customer inquiry, BridgeLink reserves the right not to issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

2. Service Speeds

BridgLink offers various service speeds, though availability may depend on local facility locations and potential sources of interference. Not all service speeds are available in all areas. BridgeLink does not guarantee that the Service, Equipment, or other equipment authorized by BridgeLink for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by BridgeLink refers to the Internet access speed provisioned to a customer on a per-line and not a per-device basis. The actual speed realized by the customer may vary based on a

variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the BridgeLink network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the BridgeLink broadband network aggregation point or the type of BridgeLink network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

3. Selection of a Username

You may not select or use the username of another person or a name subject to the rights of any person other than you. You also may not use a username that suggests to other customers the availability of Content (as defined in Section 5 below) that BridgeLink, in its sole discretion, considers to be libelous, defamatory, invasive of privacy or publicity rights, threatening, abusive, illegal, obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable or would constitute or encourage a criminal offense, violate the right of any party, or otherwise give rise to liability, violate any law or in violation of the Terms and Conditions. Furthermore, you agree that you will not attempt to conceal or disguise your username in any communications.

4. Acceptable Use

If BridgeLink becomes aware, through customer complaints or otherwise, of any Content (as defined in Section 6 below) that is available by you, your customers, or generally made available through your Account or in a Public Area (as defined in Section 5.1.1 below), and BridgeLink, in its sole discretion, considers such Content to be libelous, defamatory, invasive of privacy or publicity rights, threatening, abusive, illegal, obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable or would constitute or encourage a criminal offense, violate the right of any party, or otherwise give rise to liability, violate any law, or violate the Terms and Conditions, BridgeLink shall have the right, but not the obligation, to immediately remove such Content and/ or to terminate your Account without notice. This policy applies to any Content made available by you, your customers, or generally made available through your Account.

As a customer, you agree not to use the Service to:

- a.** upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b.** harm minors in any way;
- c.** impersonate any person or entity, including, but not limited to, a BridgeLink official, forum leader, guide, or host, or falsely state or otherwise misrepresent your person or entity;
- d.** forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e.** upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f.** upload, post, email, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g.** upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- h.** upload, post, email, transmit, or otherwise make available any material that contains software viruses, or

any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- i.** disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- j.** interfere with, disrupt, or cause a disruption to the Service, servers, or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- k.** intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l.** “stalk” or otherwise harass another; NOR
- m.** collect or store personal data about other users.

Any violation of this provision will constitute a breach of the Terms and Conditions, and BridgeLink reserves the right in its sole and absolute discretion to temporarily or permanently suspend or terminate your access to the Service without notice.

5. Internet Access -- Privacy Policy

5.1. General

We respect your privacy and are committed to protecting personally identifiable information you may provide us by visiting the BridgeLink website or that BridgeLink may obtain or collect from you with respect to your use of the Service. This Internet Access Privacy Policy is specific to the Service but should be read in conjunction with the BridgeLink Privacy Policy, available at: <https://www.bridgelinkinternet.com/privacy-policy/>. The BridgeLink Privacy Policy describes the types of information we will collect about our customers in connection with your use of the BridgeLink website. This Internet Access Privacy Policy will instruct you on how to manage the collection and use of your personal information in connection with your use of BridgeLink Internet access service. Should you have any questions related to the privacy of your data please feel free to contact us at legal@bridgelinkinternet.com. In the event of a conflict between this Internet Access Privacy Policy and the overall BridgeLink Privacy Policy, the terms of this Internet Access Privacy Policy will control. This Internet Access Privacy Policy is effective on the date posted above and may be amended from time to time.

5.2. Types of Information Collected

BridgeLink collects and maintains the following types of information on customers:

- a. Personally Identifiable Billing Information**

This information includes your name, address, email address and telephone number, as well as financial account information (e.g. credit or debit card numbers, bank account numbers, etc.) which you have actively submitted, which may be required for billing purposes. If we obtained a credit report in connection with the opening of your Account, it may also include information included in the credit report. As this information is of a very personal and sensitive nature, it is not used for any other purpose other than billing. This information is not shared or distributed beyond BridgeLink.
- b. Other Sources of Personally Identifiable Information**

On occasion, BridgeLink and its partners may run promotions in which we request personally identifiable information. This information may include, but is not limited to:

 - 1. Name**

2. Address
3. Telephone number
4. Email address

Providing this information to BridgeLink is strictly voluntary and necessary to participation in promotions or sweepstakes. If you do not want your personally identifiable information collected, please do not submit it to us.

c. Non-Personally Identifiable Information

This information is data about usage and Service operation that is not associated with a specific personal identity. Examples of this type of information include the type of Internet browser and the type of computer operating system you are using. We collect and analyze non-personally identifiable information to evaluate customers' use of the Service and to enhance customers' online experience. Most non-personally identifiable data is collected via cookies or other analysis technologies.

5.3. How We Use Personally Identifiable Information

When you do provide us with personally identifiable information, we may use that information in the following ways:

- a. to contact you;
- b. to install, configure, operate, provide, support, and maintain the Service;
- c. to manage the network supporting the Service;
- d. to confirm you are receiving the level(s) of service requested and are properly billed;
- e. to make you aware of new products or services that may be of interest to you;
- f. to understand the use of, and identify improvements to, the Service;
- g. to detect unauthorized reception, use, or abuse of the Service;
- h. to determine whether there are violations of any applicable policies and terms of service;
- i. to obtain a credit report or to contact a creditor; and
- j. to comply with law.

5.4. Disclosure of Email Content

BridgeLink will not randomly monitor or disclose the contents of private communication (e.g., email). However, BridgeLink reserves the right, as permitted by law, to monitor or disclose the contents of private communication if it in good faith believes that such action is necessary under the following conditions:

- a. to comply with applicable law, regulation or valid legal process (e.g., warrant, court order);
- b. to protect and defend the rights or property of BridgeLink; and/or
- c. in emergencies when personal safety is at issue.

5.5. Email Contact from BridgeLink

BridgeLink is an ardent advocate of online privacy. As a result, we do not take Spam or other Unsolicited Commercial Email (UCE) lightly. However, BridgeLink may occasionally contact its customers via email. For this reason, BridgeLink reserves the right to use its customer email database as follows:

- a. **Email Programs.** On occasion, BridgeLink may elect to contact customers by email about forthcoming Service offerings or changes to the Service or to solicit customer assistance with our ongoing customer care and performance improvement programs. All such contacts will consist of a single, brief email describing the Service offered, subject to change, or the customer care / services improvement initiative. Customers will be given options as to how to respond with respect to the content of the email. With each such email, you will be given the opportunity to opt out of future emails of a similar nature.
- b. **Customer Surveys.** BridgeLink is committed to providing outstanding customer service. As part of our

ongoing performance improvement efforts, we will occasionally ask customers to participate in online surveys and other studies designed to improve the performance and usability of our Service. Participation in such surveys is always optional.

- c. **Notice of New or Changing Service.** From time to time, BridgeLink may add new services or features to its existing Service. BridgeLink may contact its customers via email with information regarding these new services or features. BridgeLink provides its customers with the option to subscribe to these new services or features, which will require some affirmative action on the part of the customer if they will increase a customer's costs or fees. If the new features or service will not increase a customer's costs or fees, BridgeLink may provide customers with an opportunity to decline installation of the new features or service if feasible. In both cases, BridgeLink will provide instructions in the email as to how to subscribe to or decline the service, as well as how to opt out of receiving similar notices of new services and features in the future where such new Service or features are optional.
- d. **Communications Related to Account, Website, and Maintenance Activities.** You may receive email communications from us related to your Account, the Service, and website and Service maintenance activities. In the event of system upgrades, BridgeLink may contact you via email with additional information and instructions relative to the changes. Upon receipt of these notices, you are responsible for any follow-up actions described therein. If the instructions are unclear, please contact Customer Care at info@bridgelinkinternet.com. Email System Notifications will only be distributed when necessary. Customers may not opt out of emails concerning System Notifications at this time.

5.6. Parental Consent Required; Use of Service by Persons Younger than 18

Our Service is marketed to be purchased by adults or with the consent of persons 18 or older. While parents and guardians may permit their children under 18 to use the Service, BridgeLink does not knowingly allow anyone under 18 to provide any personally identifiable information, and BridgeLink does not knowingly collect personally identifiable information from anyone under 18 via the Service. Furthermore, the law requires us to obtain verifiable parental consent before knowingly collecting any personally identifiable information from children under the age of 13. While BridgeLink does not collect personally identifiable information from children under the age of 13, all children should obtain permission from a parent or guardian before sending personal information over the Internet. Any violation of this provision may constitute a breach of these Terms and Conditions and BridgeLink, at its sole discretion, may suspend or terminate your access to the Service without notice.

6. Content

6.1. Customer Content

You are solely responsible for all information, technology, products, processes, data, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "**Content**") that you transmit through your Account and/or make available on or through your web site or any of your customer's web sites.

6.1.1 Submission of Content to Public Areas

"Public Area" means chat areas, public message boards, newsgroups or email functions offered as part of the Service. By submitting or uploading Content to any Public Area, you automatically grant to and/or warrant that the owner of such Content has expressly granted to BridgeLink a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any Rights that may exist in such Content.

6.1.2 Compliance with Digital Millennium Copyright Act

You agree to fully comply with copyright law and all provisions of the Digital Millennium Copyright Act of 1998 (the “**DMCA**”) and to fully cooperate with BridgeLink in its efforts to comply with the DMCA. BridgeLink may investigate any reported violation of its policies or complaints of infringement relating to your use of the Service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, and suspension or termination of your Account and access to the Service. In the event that you believe that any third party has infringed on any copyrighted material of yours, you shall provide BridgeLink with notice in compliance with the provisions of the DMCA. See our informational webpage “File a Notice of Claimed Copyright Infringement” available at: <https://www.bridgelinkinternet.com/copyright-policy/>. Furthermore, you agree that BridgeLink shall have no liability until such time as such notice has been actually received. If BridgeLink receives a valid notice that your use constitutes alleged infringement, BridgeLink will take action consistent with the requirements of the DCMA, including but not limited to terminating your Account and access to the Service.

Please refer to the BridgeLink Copyright Infringement Policy for more information, available at: <https://www.bridgelinkinternet.com/copyright-policy/>.

6.2. Service Content

6.2.1 Accessing Content

You acknowledge that:

- a.** The Service permits access to Content that is or may be protected by copyrights, trademarks, patents or other proprietary rights (including intellectual property) (“Rights”) owned by BridgeLink and other third parties;
- b.** These Rights are valid and protected in all media existing now or later developed; and
- c.** Except as is explicitly provided otherwise, applicable copyright and other intellectual property laws shall govern your use of Content; provided, however, that such use does not grant you a license under any of the Rights in the Content described herein.

All such Rights are retained by BridgeLink and its affiliates and/or any third party owner of such Rights. Further, you agree that you may upload software files, message boards or otherwise transmit only Content that is not encrypted; Content that is not subject to any Rights; and/or Content for which any holder of Rights has given express authorization for its distribution.

6.2.2 Intellectual Property Rights in Content

You understand that rights in any Content on the Bridgelink website, including any content that may be licensed from a third party, is claimed and reserved by BridgeLink and may not be copied, used, uploaded, posted, transmitted, distributed or reproduced in any way without the express written consent of BridgeLink. If you wish to obtain rights to copy any Content on the BridgeLink website, please email your request to legal@bridgelinkinternet.com.

6.2.3 Use of Trademarks or Service Marks

The BridgeLink name, logo, and all related product and service names, design marks and slogans (the “Marks”) are the trademarks or service marks of BridgeLink or its parent company. You are not authorized to use any of the Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of BridgeLink. If you wish to obtain such authorization, please email your request to legal@bridgelinkinternet.com.

7. Customer System Requirements; Hardware

7.1. Customer System Requirements

In order to receive the Service, your computer must meet minimum system requirements. BridgeLink also recommends using BridgeLink provided hardware as our routers/routers are specially configured to provide optimum service and enables BridgeLink to remotely troubleshoot issues should you require technical support. BridgeLink cannot guarantee that your service will work if you choose to provide your own router.

BridgeLink reserves the right to determine which hardware is deemed optimal for delivering the Service and to require that you use it, by performing certain software and hardware upgrades, including but not limited to: (i) distributing new equipment to be used in connection with the Service; and/or (ii) upgrading router software and/or settings. Periodically, we will upgrade our network infrastructure. As this occurs, BridgeLink reserves the right to establish new requirements by: (i) remotely upgrading or resetting router equipment; and/or (ii) requiring Customers to install new equipment and software. If you are providing your own router, you will be responsible for upgrading your equipment.

7.2. Hardware Terms and Conditions

7.2.1 Equipment

In order to receive the Service, you will need to install certain equipment at your home. You agree that all of the equipment listed below ("**Equipment**") has been provided to you, as applicable and/or required, and belongs to BridgeLink. BridgeLink reserves the right to charge customers for use of the Equipment.

- a.** Antenna
- b.** J Mount
- c.** POE Injector
- d.** Eero Router and WiFi Extenders and Wireless Access Points (WAP)
- e.** Power Cords for all above Equipment

BridgeLink grants you a non-exclusive, non-transferable, limited license to use the Equipment to access BridgeLink's network only for use in connecting from your authorized Service location in accordance with these Terms and Conditions. Loss, theft, or physical damage to the Equipment is your responsibility. BridgeLink Equipment is subject to the specific terms and conditions of the relevant Equipment manufacturer contract(s), terms of service and/or other customer agreement established and agreed to at the time of purchase and/or installation of each.

BridgeLink Customer Care offers technical support for Equipment supplied or installed by BridgeLink. Customers can reach Customer Care at info@bridgelinkinternet.com.

7.2.2 Bring Your Own Router

BridgeLink recommends using a BridgeLink provided router, as our routers are specially configured to provide optimum service allowing the best support possible. BridgeLink will allow the use of a customer owned router if the customer chooses not to use the BridgeLink provided router. By choosing your own router with your BridgeLink Service, the following terms and conditions will apply:

- a.** When using a non-BridgeLink router, the level of support will vary based on where the issue is found at the home (i.e., whether the issue relates to BridgeLink-provided Equipment or the customer-provided router). BridgeLink's Customer Care team will determine the level of support provided.
- b.** If BridgeLink technician is dispatched to a home to handle a technical issue with a non-BridgeLink router, charges will apply to such services.

7.2.3 Installation

BridgeLink will perform the Equipment installation in most instances. BridgeLink will install a J mount for the antenna

at your residence. In any event, BridgeLink assumes no responsibility or liability for damages to your home caused by the installation or as a result of your attempt to install or remove the Equipment. Self-installation may be available in limited circumstances where a J mount and antenna have already been installed at the location.

7.2.4 Prohibition on Customer Access to Equipment, Software and/or Facilities

You agree that you will not access or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with these Terms and Conditions. Any attempt by you to access and/or subvert any network security measures of BridgeLink or any other network shall entitle BridgeLink to immediately terminate your access to the Service without notice.

7.2.5 Limitation of Liability and Disclaimer of Warranties for Equipment

The following is capitalized to emphasize its importance.

IN NO EVENT WHATSOEVER WILL BRIDGELINK BE LIABLE FOR ANY DAMAGES TO THE EQUIPMENT, INCLUDING SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, USE OR DATA, EVEN IF BRIDGELINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES OF THIS SECTION, "BRIDGELINK" IS DEEMED TO INCLUDE BRIDGELINK COMMUNICATIONS LLC, ITS PARENT COMPANY AND THE RESPECTIVE SUBSIDIARIES AND AFFILIATES OF EACH, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF EACH OF THEM.

THE EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY THAT THE EQUIPMENT IS REASONABLY FIT FOR THE PURPOSE FOR WHICH IT IS TO BE USED AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION.

By using the Service you are agreeing to these terms. This limitation of liability and these disclaimers of warranties allocate the risks between us and you. This allocation is reflected in the pricing of the Service and is an essential element of the basis of the bargain between us.

8. Service Reliability

BridgeLink's internet reliability of 99.99% is defined as the Internet is working and available at a customer address. This percentage is calculated based on the entire network of customers for a given month. The following are NOT factored into BridgeLink's service reliability claim:

- Damage caused by storms, floods, fire, etc. to BridgeLink's network infrastructure;
- Damage to BridgeLink's network infrastructure outside of BridgeLink's control such as vandalism, commercial power outages, etc.
- Planned network maintenance activities such as upgrades, migrations, etc., which generally take place during the maintenance window of 12 AM (midnight) - 6 AM to mitigate any kind of disruption of service.

9. Disclaimer of Warranties; Limitation of Liability

The following is capitalized to emphasize its importance.

YOU EXPRESSLY AGREE BY YOUR USE OF THE SERVICE THAT YOUR USE OF THE SERVICE, ITS CONTENT, AND RELATED SERVICES AVAILABLE ON OR LINKED TO THE BRIDGELINK, OR BRIDGELINK INTERNET WEB SITE ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

BRIDGELINK DOES NOT WARRANT THAT ANY OF THE SERVICE, EQUIPMENT, OR OTHER EQUIPMENT AUTHORIZED BY BRIDGELINK FOR USE IN CONNECTION WITH THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. BRIDGELINK SHALL NOT BE LIABLE FOR LOSS OF YOUR

DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT (INCLUDING ANY OTHER EQUIPMENT AUTHORIZED BY BRIDGELINK FOR USE IN CONNECTION WITH THE SERVICE), RENDER THE EQUIPMENT OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

BridgeLink is not responsible and shall not be liable for the listings or the advertisements contained on the BridgeLink website and BridgeLink does not:

- Guarantee the accuracy, completeness, usefulness or adequacy of any other web sites, services, goods or advertisements that may be linked to the website;
- Make any endorsement, express or implied, of any other web sites, services, goods or advertisements that may be linked to the BridgeLink website;
- Check for licenses with respect to licensed professions or trades prior to publishing advertisements and does not assume the responsibility for monitoring the use of trademarks, certifications, or other rights of third parties;
- Warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected. The Service and any Equipment or software made available are provided on an “as is” basis.

IN NO EVENT SHALL BRIDGELINK NOR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR: (I) BUSINESS INTERRUPTION, OR LOSS OF PROFITS, REVENUE, USE OR DATA, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THE SERVICE, WEB SITE, OR THE USE, RELIANCE UPON, OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM THE WEB SITE, EVEN IF BRIDGELINK OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH OR HYPERLINKED FROM THE SERVICE.

For purposes of this section, “BridgeLink” is deemed to include: BridgeLink COMMUNICATIONS LLC; its parent company; the respective subsidiaries and affiliates of each; and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of each of them.

By using the Service you are agreeing to these terms. This limitation of liability and these disclaimers of warranties allocate the risks of the Terms and Conditions between us and you. BridgeLink relies on this allocation, which is reflected in the pricing of the Service, and is an essential element of the basis of the bargain between us.

10. Indemnification

You agree to defend, indemnify, and hold harmless BridgeLink, its parent company and affiliated companies, and their respective directors, officers, employees and agents from all liabilities, actions, suits, proceedings, claims, damages and expenses, including without limitation, reasonable attorney’s fees, arising from or relating to your use of the Service, the BridgeLink website and your Account. BridgeLink reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

11. Resolution of Disputes

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this agreement.

11.1. Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim, including those against any of our subsidiary, parent, or affiliate companies, arising out of or relating to these Terms and Conditions, our Privacy Policy, our Acceptable Use Policy, or the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (1) you may take claims to small claims court if they qualify for hearing by such a court, or (2) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us.

11.2. Arbitration Procedures

You must first present any claim or dispute to us by contacting Customer Care to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-2241810. You and we agree that these Terms and Conditions evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in the county seat for the county in which your billing address is located. At either party's election, the arbitration shall be held telephonically. As set forth below, you and we both agree that any arbitration will be solely between you and BridgeLink, not as part of a consolidated, class-wide, or representative claim (that is, not brought on behalf of or together with another individual's claim). An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what these Terms and Conditions provides and may not order relief on a consolidated, class-wide, or representative basis. Except as set forth in Section 11.4, below, if any portion of this arbitration clause is determined to be inapplicable or invalid by a court, arbitrator, or state or federal agency with proper jurisdiction, then the remainder shall still be given full force and effect. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Both you and we agree that all issues relating to the validity of this agreement to arbitrate will be decided by a court (including but not limited to the substantive scope of our agreement to arbitrate or whether consolidated, class-wide, or representative arbitration is allowed), and do not intend to confer any such powers on an arbitrator.

11.3. Costs of Arbitration

For claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. For claims over \$1,000 but under \$75,000, you will be obligated to pay your share of the arbitration fees, but no more than the equivalent court filing fee for a court action filed in the jurisdiction where your billing address is located. For arbitrations in excess of \$75,000, all administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

11.4. Waiver of Class Actions

By these Terms and Conditions, both you and we are waiving certain rights to litigate disputes in court. You and we both agree that any arbitration will be conducted on an individual basis only and not on a consolidated, class-wide, or

representative basis or the like. If for any reason any court, arbitrator, or state or federal agency with proper jurisdiction holds that this restriction is unconscionable or otherwise unenforceable, then we both agree: (i) that this agreement to arbitrate will be invalidated and terminated and the dispute must be brought in court; and (ii) you and we both waive, to the fullest extent allowed by law, any right to pursue any claims on a class or consolidated basis or in a representative capacity. In the event that this arbitration agreement is invalidated and terminated in accordance with this Section 11.4, both you and we agree to submit to the jurisdiction of the United States District Court for the Southern District of Ohio with venue in Cincinnati, Ohio, or in the alternative, to the jurisdiction of the Hamilton County Court of Common Pleas located in Cincinnati, Ohio.

11.5. Limitations Period

Any arbitration or legal action with respect to any and all claims or causes of action related to or arising out of these Terms and Conditions must be brought within two years after the cause of action arises, or within the applicable statutory period of time, whichever is shorter. This limitations period does not apply to any given cause of action when the statutory limitations period for that cause of action cannot be waived, restricted or otherwise limited by you.

12. Right of Access

By using the Service, you grant permission for BridgeLink and its agents and employees to enter upon the property of the Customer for the purpose of installation, inspection, maintenance, testing, and repair of the Service to the Customer's premises and, upon service being cancelled for any reason, the Customer grants permission for BridgeLink, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to BridgeLink and to discontinue service thereto.

13. Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations, or agreements under these Terms and Conditions and no waiver by either party of any term or condition of these Terms and Conditions shall be a waiver of any subsequent breach or failure or of any other covenant, obligation, agreement, term or condition, nor shall any forbearance to seek a remedy for any breach or failure be a waiver of any rights and remedies with respect to such or any subsequent breach or failure.

14. Miscellaneous

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

15. Governing Law

The Service is operated from a site in the State of Ohio, United States of America. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles or conflicts of law.