



BROADBAND SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

This Broadband Service Order Agreement (“Service Agreement”) governs fiber optic communication services including but not limited to high-speed internet service and VoIP phone service, as applicable (individually and collectively “Services”) provided by SWIFTCURRENT CONNECT (“Company”) to you (“Customer”). This Service Agreement outlines the terms and conditions under which Company is providing Services to Customer and the associated obligations of both Parties. By using the Services, Customer understands, acknowledges, and agrees to be bound by the terms and conditions of this Service Agreement and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation Company’s Privacy Policy, Acceptable Use Policy, Internet Transparency Policy, and Copyright Infringement Policy. Current versions of these documents may be viewed at any time online at swiftcurrent.coop. **If you do not agree to these terms and conditions, do not use the Services.**

- 1. CUSTOMER ELIGIBILITY.** Individual Customers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Customer is not an individual but is a corporate or organized entity, the individual representative executing this Agreement represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Customer.
- 2. SUBSCRIPTION AND PAYMENT TERMS.** Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay any charges accumulated in arrears that may be derived from such things as toll, long distance, operator, or directory assistance calls, as well as charges for support, installation, and maintenance that may be billed after the Service is received. Customer agrees to pay for all Services provided by Company including but not limited to charges for installation and equipment.
- 3. SmartHub.** Provider requests customer to complete the SmartHub registration process following the in-home installation. Company does not send a paper bill. Company charges a monthly fee of \$ 5.00 to provide a paper statement. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments. Failure to receive notifications does not preclude Customer from owed charges and other fees. Customer is responsible for updating e-mail and phone numbers to ensure delivery of notifications.
- 4. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer shall make all payments to Company on or prior to due date. Customer understands that Company may require a security deposit and/or issue an administrative late fee (“Late Fee”) for monthly charges not paid by stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. Examples of these costs include preparing additional bill statements, processing Customer service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders, and performing necessary field work to collect past due accounts. Company does not extend credit to Customers and the Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, Company may impose a reconnect charge and/or service deposit, in addition to collecting any outstanding balance, including any Late Fee, before Service is restored. If Customer’s check is returned for insufficient funds, Company may impose a service charge up to \$30.00. 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 Company for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.

5. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** Equipment and other property and facilities installed by Company in or on Customer premises to deliver the Services to Customer, including without limitation, inside or outside Optical Network Terminals (ONT), wireless routers, and wiring (“Equipment”), shall remain the sole and exclusive property of Company. Customer assumes the risk of loss, theft, or damage to all Equipment at all times prior to the removal of the outside Equipment by Company or return of the inside Equipment by Customer. Customer agrees to pay any Equipment charges associated with the Service. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Company within 5 days of the termination. If the Equipment is destroyed, damaged, lost or stolen, or the inside Equipment is not returned to Company for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer’s control, Customer shall be liable to Company for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that Company may charge the credit card on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
6. **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. 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.
7. **TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate the Services in person at the Company office or by telephone. Account holders are liable for all Services rendered by Company up to the time the account has been de-activated.
8. **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 Company.
9. **TERMINATION OF SERVICE BY COMPANY.** Company will give Customer ten (10) days’ prior notice of disconnection of all or part of the Services, except if the disconnection is requested by Customer, or due to Acceptable Use Policy violations. If Customer’s bill is not paid after notification is received, Company may disconnect the Services. Upon termination for any reason, Company may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Company may charge Customer’s credit card on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
10. **CHANGES IN SERVICE/CHARGES.** Company may change or eliminate Services and charges.
 - a. Company will give Customer 30 days’ notice of increases or other changes in charges, or
 - b. Changes to or elimination of Services in conformity with applicable law.
11. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Services shall only be provided at the address where Company completes installation. Account holder may not transfer Customer’s rights or obligation to the Services to any successor tenant or occupant or to any other address without Company’s consent and without providing Company with written consent from both the transferring and assuming parties (unless previous party is deceased, and in that case will need to provide a death certificate).

- 12. SERVICE AND REPAIRS.** Company will make reasonable efforts to maintain the system and respond to service calls in a timely manner. Company will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.
- 13. ACCESS ON PREMISES.** As a condition of receiving the Services, Customer grants to Company authorization to enter Customer's 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 Company a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace fiber lines, wires, network terminals, modems, optical network terminals, and all other Equipment necessary to provide the Services to Customer and others.
- a. If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access to Company or that he/she has obtained the consent from the owner of the premises for Company to install and maintain Equipment as indicated on the Service Order. Customer must provide a signed copy of consent from premise owner.
- 14. PRIOR ACCOUNTS.** Customer warrants that no monies are owed to Company from previous accounts with Company. If Company finds a prior account with Customer where money is owed, then Company may apply any funds received to that prior account, where allowed by law.
- 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. COMPANY DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
- a. Company makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Services furnished hereunder.
- b. Limitation of Liability: Company (and its Affiliates, Employees, Officers, Directors and Agents) shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Services or any acts or omission associated therewith, including any acts or omissions by subcontractors of Company or relating to any services furnished, whether such claim is based on breach of warranty, contract, or tort including negligence, 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: Company's entire liability and Customer's exclusive remedy with respect to the use of the Services (including without limitation with respect to the installation, delay, provision, termination, maintenance, repair, interruption, or restoration of any such Services) or any breach by Company of any obligation Company may have under these Terms and Conditions whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Company's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 3-month period.
- d. The provisions of this Section constitute an allocation of risk between the parties and the price charged Customer is based on such allocation of risk. The terms of this Section shall survive the termination of this agreement for any reason.
- 16. CUSTOMER INDEMNIFICATION.** CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND,

INDEMNIFY, AND

HOLD HARMLESS

COMPANY AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE COMPANY FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY COMPANY IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER USE OF THE SERVICES OR EQUIPMENT; (ii) 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 (iii) CUSTOMER BREACH OF ANY PROVISION OF THIS AGREEMENT.

17. **SERVICE INTERRUPTIONS.** Company assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather. However, credit adjustments will be determined on a case-by-case basis.
18. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Company 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 control of Company. Actual internet speeds vary due to many factors including the capacity or performance of computer 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 on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Company 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 its use of the Services is subject to Company's Acceptable Use Policy and Copyright Infringement Policy (each previously incorporated herein by reference and as may be amended from time to time). Further, Customer agrees to comply with all applicable laws in connection with Customer's use of the Services and this Services Agreement. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, information transmitted or received through the Services. Company assumes no responsibility and denies any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. Company has no responsibility and denies 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.** Company's Technical Support Team is available 24/7 and may be contacted at (866) 307-5326 for technical support related to the Services. Company may elect to use a third-party company to provide after-hours support and technical assistance. Customers who are unable to resolve issues after hours may be required to wait until the following business day for service resolution.
21. **COMPLIANCE WITH AGREEMENT.** Company reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or Company's policies related to the Services.

- 22. NOTICES.** All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, recognized national overnight courier service (i.e., Federal Express), or by registered or certified mail, return receipt requested, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.
- 23. MISCELLANEOUS.** The Service Agreement, including Supplemental Terms and Conditions for VoIP Phone Service, as applicable, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Services. Any modification to this Service Agreement shall be in writing signed by authorized representatives of both Parties. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.
- 24. SEVERABILITY & COUNTERPARTS.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term, provision of this Agreement, invalidate, or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable Law. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 25. GOVERNING LAW.** This Agreement is governed by and construed in accordance with the internal Laws of the State of Wisconsin, County of Pierce without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of Laws of any other.
- 26. ATTORNEY FEES.** If any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 27. RIGHT TO MODIFY.** The Company reserves the right to modify the Agreement without prior notification or authorization by Customer. The most recent version of the Agreement will be maintained on Company website. Modification of the Agreement does not waive the rights of the Customer under the Agreement; however Customer may terminate Service and be responsible for all incurred charges, subject to any terms of contracts that were provided as a condition of service that have not expired.



BY EXECUTING BELOW CUSTOMER UNDERSTANDS AND AGREES WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

FURTHER, CUSTOMER UNDERSTANDS THE SERVICES REQUIRE ACTIVE ELECTRIC SERVICE AT CUSTOMER'S LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE SERVICES, INCLUDING ALL VOICE SERVICES, IF ELECTED, MAY NOT FUNCTION.

ACCOUNT NUMBER:

CUSTOMER SIGNATURE:

PRINTED NAME:

DATE:

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