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**Jasper County Rural Electric Membership Corporation dba Connect-Internet by Jasper County REMC  
Internet Services Service Order**

The Internet Services Service Order is submitted by the applicant and accepted by Jasper County Rural Electric Membership Corporation d/b/a Connect-Internet by Jasper County REMC (“REMC”) together with the REMC Terms and Conditions of Information and Communication Service as may be amended from time to time by REMC and any other policies, rules, or regulations incorporated therein, constitute the Internet Services Agreement between Customer and REMC.

**Jasper County Rural Electric Membership Corporation dba Connect-Internet by Jasper County REMC  
Terms and Conditions of Information and Communications Services  
Effective May 10, 2022**

The following terms and conditions apply to all information and communications services provided by Jasper County Rural Electric Membership Corporation dba Connect-Internet by Jasper County REMC or its affiliates, contractors, vendors, or agents (hereafter “REMC”, “Company”, “we” or “us”) including, but not limited to, internet service, voice over internet protocol service, any other information or communications service provided by Company, and construction and installation services (collectively, the “Services”). These REMC Terms and Conditions of Information and Communications Services may be amended from time to time in the sole discretion of the Company, provided however that we will provide at least thirty (30) days’ notice to you before implementing any amendments. These REMC Terms and Conditions of Information and Communications Services, as amended from time to time by REMC and any terms and conditions set forth on a Service Order executed by Customer together form the agreement between the Company and Customer (“Agreement”).

1. Services, Rates, Charges, Terms and Conditions Subject to Change. Customer acknowledges and agrees that the services, rates, and charges set forth on any Internet Services Service Order may be amended or revoked by REMC at any time, provided however, that REMC will provide at least thirty (30) days prior notice to Customer before implementing any price change or amending revoking any service offering. Such changes may include pricing, service features, and consumer eligibility requirements. Any promotions offered by REMC may be strictly limited and subject to change with respect to length, market and circumstances offered. Such promotions may not be available to all consumers. We reserve the right to further amend the Agreement to change or add terms and conditions of use. You agree so long as we notify you of these changes in through reasonable means of notification; you will abide by such additional terms and conditions. You acknowledge and understand that if your Agreement with us is month-to-month and, if you do not agree with any changes to the Agreement, you may cancel your service. If your Agreement with us is for a term longer than one month (e.g. 12 or 24 months) and you do not agree with a change to the Agreement materially adverse to you, you may terminate your service with no further liability by delivering written notice to us no later than thirty (30) days following the date we notify you of the change. Your continued use of the services after the expiration of such thirty (30) day period will be deemed your consent to any such changes.
  - a. Pursuant to Ind. Code ch. 8-1-29, Jasper County REMC shall not switch the Consumer to a different telecommunications provider or bill the Consumer for services added to the Consumer’s service order without the Consumer’s authorization. Additionally, Jasper County REMC shall not submit a preferred carrier change order unless the order has first been confirmed in accordance with the procedures described in Ind. Code § 8-1-29-5.5. Notwithstanding any other provision of this Agreement to the contrary, Customer may file a complaint with the Indiana Utility Regulatory Commission for violation of these provisions in accordance with Ind. Code § 8-1-29-7.

- b. Notwithstanding any other provision of this Agreement to the contrary, Customer shall have all customer telecommunications service rights now or hereafter set forth in 170 IAC 7-1.3 including, but not limited to, notice of proposed rate changes, billing in compliance with 170 IAC 7-1.3-6, billing adjustments to the known date of error or for a period of eighteen (18) months, whichever is shorter, prohibition on unauthorized switching of telecommunications providers and billing for telecommunications services added without the Consumer's consent, and Consumer complaints to the IURC.
2. Term, Billing, Payment. Unless otherwise specified on a Service Order, the term of the Agreement is month-to-month. With the exception of usage-based charges, you will be billed monthly in advance for the Services. In addition, installation, set up, or construction charges may apply. You agree to pay all charges stated in your bill, including any taxes or surcharges by the due date shown on the bill, (the "Due Date"). The REMC may add a late payment charge of \$10.00 if any portion of the bill is not paid in full by the Due Date. Customer agrees to pay all costs and expenses incurred by REMC in collecting any past amount due from Customer, including, but not limited to, court costs, service fees, collection fees, and attorney's fees.
3. Disconnection for Non-Payment and Reconnection. REMC may disconnect and discontinue service if Customer fails to pay a bill in full by the Due Date, and the REMC may charge its then-current disconnect and reconnect fees prior to reconnecting service.
4. Early Termination Charges. If your Services are for a term of more than one month and are terminated by you for any reason prior to the expiration of your then current term or by us due to your breach of this Agreement, including your failure to pay, we may charge you, as liquidated damages and not as a penalty, an amount equal to (i) any outstanding and unpaid amounts, whether or not previously invoiced, for Services rendered prior to the date the Services are terminated, (ii) 100% of the monthly recurring fees for the terminated Services, including usage based fees, multiplied by the number of months remaining on the then current term, and (iii) any unpaid non-recurring fees associated with the terminated Services, including any costs and charges incurred by us related to the installation and implementation of the Services. Such Early Termination Charges will be due within thirty (30) days of Service cancellation.
5. Equipment. In order to provide the Services, we will install equipment in and around your premises. This equipment may include, but is not limited to, a Network Interface Device ("NID"), routers, and cabling (collectively the "Equipment"). The Equipment is our property. You agree that you will not move any of the Equipment to another location outside your premises either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your premises. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a consumer or move from your current location, you are responsible for returning the Equipment to us (with the exclusion of any wiring or Equipment located outside your premises). If you paid a deposit when you initiated service, we will apply any remaining portion of the deposit to the costs we incur to repair or replace damaged or unreturned Equipment. You will be responsible for any costs that exceed the deposit.
6. Installation; Access to Premises. You hereby authorize REMC Parties (defined for purposes of this Section to include REMC officers, employees, contractors, vendors, and agents) to install, construct, locate, replace, repair, upgrade, and remove Equipment over, in, around, under, and through the premises and any property adjacent to the premises necessary to provide the Services. You hereby authorize REMC Parties to enter your premises during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant REMC Parties the right to enter onto your property at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your premises. Unless REMC Parties are grossly negligent or intentionally harm any persons or property, REMC Parties will not be responsible or liable for any damages caused by us or our employees, contractors, vendors, and agents, while performing work on your property or in your premises. REMC Parties are not responsible for the operation, maintenance and repair of your telephone, computer or any other device owned by you to

which REMC Parties establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network, including, but not limited to, cable signal and bandwidth leakage. You agree that REMC Parties will have no liability for any lost wages and expenses you may incur as a result of any present or future work to be performed by REMC Parties or any appointment made to perform present or future work.

If you are not the owner of the premises or other premises upon which our Equipment or Services are to be installed, you warrant that you have obtained the consent of the owner of the premises for our representatives to enter the premises for the purposes described in this section and install Equipment over, in, around, under, and through the premises and any property adjacent to the premises necessary to provide the Services. You agree to indemnify and hold harmless the Company, its affiliates and their representatives from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees). In some instances, installation, set up or construction charges may apply as specified on a Service Order.

If you are the owner of the premises or other premises upon which our Equipment or Services are to be installed, you acknowledge and agree that: (i) you consent to the expansion of the electric easement that REMC has on the property to include communications infrastructure; (ii) You are not entitled to any additional compensation for the expansion of the electric easement to include communications infrastructure other than the value of the Services provided by REMC; (iii) you shall be subject to penalties for perjury and/or liable for any just compensation provided for by law if you falsely represent to REMC that you are the owner of the premises or the designated agent of the owner and signs this Installation and Service Agreement without the consent of the true owner of the premises or the designated agent of the owner.

7. Suspension of Services. In the event that we reasonably believe that you are using the Services for any detrimental or unlawful purpose or in contravention with the terms and provisions of the Agreement, without limiting any of our legal remedies, we may immediately discontinue one or all of your Services without notice to you or liability. Upon such occurrence any prepaid fees will be forfeited by you. Revocation of service does not relieve you of the obligation to pay any amount due and owing as of the date of termination, including any early termination charges.
8. Excessive Use by Customer. If, in our sole judgment, you are uploading and/or downloading a significant amount of data, we reserve the right to impose a reasonable usage-based charge and/or change your subscription to a higher Internet service package as a condition of continuing service with us. If, in our sole and reasonable judgment, you are excessively using any of our phone service features or packages, including but not limited to unlimited long distance, we reserve the right to require you to subscribe to a higher-level phone service package as a requirement of continuing your phone service with us. You agree any applicable long distance rates will be calculated based upon the telephone numbers of the calling parties and not necessarily the current physical locations of the calling parties.
9. Policies. In addition to these Terms & Conditions, our Acceptable Use Policy, Broadband and VOIP Copyright Infringement Policy, and Privacy Policy govern the use of our Services ("Policies"). These Policies are hereby incorporated by reference and made a part of the Agreement. Furthermore, if you are a Lifeline subscriber, the terms & conditions set forth in the Lifeline policy will apply to your service. The Policies may be amended from time to time in the sole discretion of Jasper County REMC. You agree to read and abide by such Policies as may be amended from time to time. The Policies are available on our web page and, if you call our consumer service department, we will provide a copy of the Policies to you.
10. High Speed Internet Services. To the extent you receive high speed Internet service from us; you agree to abide the following terms and conditions. These terms and conditions supersede all other High Speed Internet Service terms and conditions in the Agreement.

- a. As a part of our Internet service, we may provide you with access to software downloads for things like virus protection, spam filtering and pop up blockers. So long as you are our consumer, you have a limited license to use such software for your personal use only. You are prohibited from reverse engineering, copying, or otherwise modifying any of the software code. In the event you cancel your high speed Internet service with us, you agree to stop using such software and destroy any copies of the software you have made on your computer or otherwise.
- b. The internet access speeds quoted shall be the maximum rates by which downstream internet access data may be transferred between REMC facilities and the network interface device at the Consumer's home, office, or apartment building. The maximum rate shall not be guaranteed and may vary. The quoted speeds may not be the speed at which the Consumer's modem shall receive and send internet access data through the public internet, as such speeds may be impacted by many factors beyond Jasper County REMC's control. Actual internet speeds may vary due to many factors including the capacity or performance of the Consumer's computer or modem and its configuration, the Consumer's wiring and any wireless configuration, the Consumer's destination and internet traffic, the Consumer's internal network or other factors at the internet site with which the Consumer is communicating, congestion on the network, and the general speed of the public internet. The actual speed may affect the Consumer's online experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Jasper County REMC may implement network management controls to optimize and ensure that adequate speed and data transfer shall be available to all internet service Customers.
- c. You understand and acknowledge that we reserve the right to restrict any content or services that may otherwise be available through your Internet connection if we determine, in our sole judgment, that: (i) such content is illegal; or (ii) our network or business is put at risk by such content.

11. Additional Phone Service Terms and Conditions. If you choose to receive voice over internet protocol phone service through the Company's internet system, you agree to abide the following terms and conditions. These terms and conditions are in addition to all other phone service terms and conditions in the Agreement.

- a. You may not use the phone service for any of the following: (i) autodialing or continuous or excessive call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; or (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage. You may not resell our phone service or equipment.
- b. Special Provisions Regarding E911 and Other Emergency Services. YOUR VOICE SERVICES INCLUDE 911/ENHANCED 911 (E911) FUNCTIONALITY THAT MAY DIFFER FROM THE 911/E911 FUNCTIONALITY FURNISHED BY OTHER PROVIDERS. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS OF 911/E911 USING THE COMPANY'S VOICE SERVICES. YOU AGREE TO ADVISE ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER OUR VOICE SERVICES OF THESE LIMITATIONS. You acknowledge that your services are electrically powered and that your voice services, including the ability to access 911/E911 emergency services and home security and medical monitoring services may not operate in the event of an electrical power outage or if your Internet Services connection is disrupted or not operating. The location and address associated with your voice services will be the address identified on the service order. You acknowledge that under the terms of this agreement, you are not permitted to move the Company's Equipment (including phones we provide) from the location in which it has been installed. If you do so, you do so in violation of this Agreement and at your own risk. Furthermore, if you move your phone or other Equipment to an address different than that identified on the service order, calls from you to 911 will appear to 911 emergency service operations to be coming from the address identified on the service order and not the new address. We utilize telephone numbers that are assigned in accordance with industry guidelines and are used, in our view, in compliance with applicable law or our processes and procedures. You understand that 911/E911 may not function if voice services are

interrupted for any reason, including but not limited to failure of Company Equipment, a power outage, failure of the Company's network or facilities, network congestion, or suspension or disconnection of your services because of nonpayment.

- c. Transfer of Telephone Numbers: You may transfer your phone number(s) to or from us if the other service provider agrees to release or accept the transfer; performs the transfer without delay and without imposing non-industry-standard charges; you request the phone number transfer when you place your order for service; and the transfer of your phone number(s) does not, in our view, violate applicable law or our processes and procedures.

12. Service Fees and Restoration of Service.

- a. Service Calls, Coverage. When you call us to report trouble with a Service, we will test to determine the origin of the problem. If we determine that the problem is coming from cables or connections we installed outside of your home or business, subject to the limitations in this Agreement, we will repair or replace the defective wiring and/or jacks at no cost to you. If we determine that the problem is coming from any other source within your premises including, but not limited to, your equipment or wiring you installed, we reserve the right to charge you a trip charge and the costs we incur (time & materials) for any work we perform on your behalf to fix the problem.
- b. Exceptions to Coverage. REMC will charge Customer a trip charge and the costs we incur (time and materials) for any work we perform on your behalf to fix problems related to: (i) any damage caused by an "Act of God" (earthquake, flood, acts of war, fire, lightning, wind or fire), rodents or insects, or other environmental circumstances beyond our control; (ii) gross or intentional damage caused by you to the inside wiring; (iii) damage to our Equipment caused by you (iv) any wiring you install; (v) repair or replacement of any of your equipment; (vi) repair or replacement of wires or jacks that we cannot access; (vii) any wiring issues that existed prior to the date we installed the Services at your premises; and (viii) problems occurring in any horizontal or vertical risers owned by another party.
- c. Protection Plan. If you have elected to add the Protection Plan to your service, the terms and conditions of the Protection Plan shall supersede the terms of this Agreement to the extent the Protection Plan conflicts with this Agreement.

13. Limitation of Liability and Warranty. CONSUMER AGREES THAT ALL SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR FREE. COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CONSUMER'S COMPUTER FROM THIRD PARTY UNAUTHORIZED ACCESS OR MONITORING. CONSUMER AGREES THAT ALL USE OF THE SERVICES IS AT CONSUMER'S SOLE RISK AND CONSUMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL COMPANY, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF COMPANY'S EQUIPMENT, THE USE OR INABILITY TO USE THE SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD PARTY SERVICES INCLUDING, BUT NOT LIMITED TO E911 SERVICE AND HOME SECURITY OR MEDICAL MONITORING SERVICE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF COMPANY AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CONSUMER FOR THE SERVICES.

14. Indemnification. Customer agrees to defend, indemnify and hold harmless Company, its affiliates and Parent Corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising

out of or related in any way to the use of the Services by Customer or otherwise arising out of Customer's breach of any term of the Agreement.

15. Jurisdiction and Venue. Jurisdiction and venue for all disputes will be Jasper County, Indiana. Both parties expressly waive the right to request a trial by jury regarding any legal dispute arising from this Agreement.
16. Miscellaneous. The Agreement may not be assigned by Customer. Company may assign this Agreement without Customer consent. The invalidity or unenforceability of any provision of the Agreement shall not affect the other provisions, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been a part of the Agreement. The format, words and phrases used in this Agreement shall have the meaning generally understood in the information, internet, and communications industries. This Agreement shall be construed in accordance with its fair meaning and not against the drafting party. The Agreement, along with the terms and conditions set forth in any Service Order represents the entire understanding between the parties and supersedes all prior agreements and representations whether express or implied, oral or written. Customer acknowledges that Customer is not entering into this Agreement in reliance on any term, condition, representation or warranty not expressly stated in the Agreement. The following provisions shall survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7 and 8.
17. Electronic Signatures, Notices and Disclosures. Customer consents to the use of electronic signatures for all agreements with us and consents to receive any or all notices and disclosures we send online or through other electronic means.
18. Cooperation with Law Enforcement. If, in our sole and reasonable judgment, we believe you are using any of our Services for an illegal purpose, you acknowledge and agree that we may provide information about your usage to proper legal authorities for investigation and prosecution. You also agree that we may forward information about you and your use of Services in response to law enforcement requests, subpoenas, court orders or similar requests when we reasonably determine that the disclosure of such information is appropriate and warranted under the circumstances. 1777268