



## **BROADBAND SERVICE ORDER AND AGREEMENT GENERAL TERMS AND CONDITIONS**

This Broadband Service Order and 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 through PIE&G CONNECT by Presque Isle Electric & Gas Co-op ("PIE&G") at 3149 Main Street, Onaway, MI 49765, to you ("Member"). This Service Agreement outlines the terms and conditions under which PIE&G is providing Services to Member and the associated obligations of both Parties. By using the Services, Member 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 PIE&G'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 the bottom of the page at [www.piegconnect.com](http://www.piegconnect.com) **If you do not agree to these terms and conditions, do not use the Services.**

- 1. MEMBER ELIGIBILITY.** Individual Members represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Member is not an individual, but rather 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 Member.
- 2. SUBSCRIPTION AND PAYMENT TERMS.** Member agrees to pay monthly charges in advance, including all applicable taxes and fees. Member agrees to pay for all Services provided by PIE&G.
- 3. SMARTHUB.** Member is required to complete the SMARTHUB registration process following the in-home installation, or sooner. PIE&G does not send a paper bill. Members are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments. SmartHub can be found at <https://pieg.smarthub.coop> or can be downloaded from the Apple Store or the Google Play store.
- 4. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Member shall make all payments to PIE&G when due. Member understands that PIE&G may require a security deposit and/or issue an administrative late fee ("Late Fee") for monthly charges not paid by stated due date. . PIE&G does not extend credit to Members and the Late Fee is not interest, a credit service charge, or a finance charge. If Service is disconnected, PIE&G may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Member's payment is returned for insufficient funds, PIE&G may impose a service charge. If Member has not paid amounts due by the due date, a collection agency and/or attorney may be engaged to collect amounts due. Member agrees to pay PIE&G 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 PIE&G in or on Member premises to deliver the Services to Member,

including without limitation, Network Interface Device (NID), Optical Network Terminals (ONT), wireless routers, WiFi Extenders, and wiring ("Equipment"), shall remain the sole and exclusive property of PIE&G. Member assumes the risk of loss, theft, or damage to all equipment at all times prior to the removal of the outside Equipment by PIE&G or return of the inside Equipment by Member. Upon termination of Service for any reason, Member agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to PIE&G within 5 days of the termination at their own expense. In the event that the Equipment is destroyed, damaged (with the exception of damage caused by Acts of God), lost or stolen or the inside Equipment is not returned to PIE&G for any reason within 5 days of termination, Member shall be liable to PIE&G for the full replacement cost for any unreturned or damaged Equipment. Further, Member understands and agrees that PIE&G 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.** Member shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Member is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Member possession, Member shall be liable for the cost of repair or replacement of the Equipment.
- 7. TERMINATION OF SERVICE BY MEMBER.** Members may terminate the Services in person at the PIE&G office or by telephone. Members are liable for all Services rendered by PIE&G up to the time the account has been de-activated.
- 8. THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Member understands that the law prohibits willful damage, alteration, or destruction of Equipment. Member may be subject to both civil and criminal penalties for such conduct. Member shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from PIE&G.
- 9. TERMINATION OF SERVICE BY PIE&G.** PIE&G will not give Member prior notice of disconnection of Services. If Member's bill is not paid, PIE&G may disconnect the Services. Upon termination for any reason, PIE&G may charge additional fees on any unpaid balance. Further, Member understands and agrees that PIE&G may charge Member'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.

Inside Equipment: Inside equipment (Wireless router/ONT, Whole Home WiFi Extender(s)) must be returned to PIE&G within 5 days of terminating the services, without penalty of replacement cost. The Inside Equipment Return Procedure, which explains how to return the equipment, can be found on the PIE&G Connect website ([www.piegconnect.com](http://www.piegconnect.com)).

Outside Equipment: The NID, wiring and any other outside equipment shall remain permanently fixed at the service address unless removed by PIE&G.

- 10. CHANGES IN SERVICE / CHARGES.** PIE&G may change or eliminate Services and charges. PIE&G will give Member 30 days' notice of increases or other changes in charges, or of 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 PIE&G completes installation. Account holder may not transfer Member's rights or obligation to the Services to any successor tenant or occupant or to any

other address.

**12. SERVICE AND REPAIRS.** PIE&G will make reasonable efforts to maintain system and respond to service calls in a timely manner. PIE&G will repair Equipment damaged due to reasonable wear and tear, acts of God, or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Member's sole responsibility. Member is responsible to pay cost of repair or replacement along with any appropriate service call fees assessed.

**13. ACCESS ON PREMISES.** As a condition of receiving the Services, Member grants to PIE&G authorization to enter Member's premises to construct, install, maintain, inspect, and/or replace all Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Member will, upon request, grant to PIE&G a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all Equipment necessary to provide the Services to Member and others.

- If Member is not the owner of the premises, Member warrants that he/she has authority to grant such access to PIE&G or that he/she has obtained the consent from the owner of the premises for PIE&G to install and maintain Equipment as indicated on the Service Order.

**14. PRIOR ACCOUNTS.** Member warrants that no monies are owed to PIE&G from previous accounts with PIE&G. If PIE&G finds a prior account with Member where money is owed to PIE&G, then PIE&G 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. PIE&G DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

- a. PIE&G 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: PIE&G (and its Affiliates, Employees, Officers, Directors and Agents) shall not be liable to Member 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 PIE&G 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. Member Exclusive Remedy: PIE&G's entire liability and Member'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 PIE&G of any obligation PIE&G 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 Member's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall PIE&G's liability to Member for any claim arising out of this Agreement exceed the amount paid by the Member during the preceding 30-day period.
- d. The provisions of this Section constitute an allocation of risk between the parties and the price charged to the Member is based on such allocation of risk. The terms of this Section shall survive the termination of this agreement for any reason.

**16. MEMBER INDEMNIFICATION.** MEMBER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PIE&G AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE PIE&G FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY PIE&G IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) MEMBER 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 MEMBER USE OF THE SERVICES OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) MEMBER BREACH OF ANY PROVISION OF THIS AGREEMENT.

**17. SERVICE INTERRUPTIONS.** PIE&G assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike, or weather.

**18. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between PIE&G facilities and the network interface device at Member premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Member receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of PIE&G. 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 Member is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Member on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, PIE&G reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service Members.

**19. INTERNET USE.** Member understands that its use of the Services is subject to PIE&G's Acceptable Use Policy and Copyright Infringement Policy (each previously incorporated herein by reference and as may be amended from time to time). The policies can be found at the bottom of the PIE&G Connect website ([www.piegconnect.com](http://www.piegconnect.com)). Further, Member agrees to comply with all applicable laws in connection with Member's use of the Services and this Services Agreement. Member 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. PIE&G assumes no responsibility and disclaims any liability for the security of any information on Member personal devices, or the security or accuracy of any information or data transmitted or received through the Services. PIE&G has no responsibility and disclaims any liability for unauthorized access by third persons to Member personal devices, files, or data or any loss or destruction of files or data.

**20. TROUBLESHOOTING.** PIE&G's Technical Support Team is available 24/7 and may be contacted at (888) 803-3453 or [TechnicalSupport@piegconnect.com](mailto:TechnicalSupport@piegconnect.com) for technical support related to the Services.

**21. COMPLIANCE WITH AGREEMENT.** PIE&G reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or PIE&G's policies related to the Services.

**22. NOTICES.** All notices and communications under the Agreement shall be in writing and shall

be given as follows:

If to Member, notices shall be given by i) notice in Country Lines magazine, personal delivery, recognized national overnight courier service or registered/certified mail at the billing address of record or ii) email to the Member email address of record.

If to PIE&G Connect, notices shall be given by personal delivery, recognized overnight courier service or registered/certified mail at the following address:

PIE&G Connect Member Services  
PO Box 308  
Onaway, MI 49765

**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. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of Michigan.

#### **SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO VOIP PHONE SERVICE**

The following Supplemental Terms and Conditions shall be applicable in the event the Services requested by Member include VoIP Phone Service ("Voice Services").

- 1. RATES AND CHARGES.** The rates and charges for the Voice Services are set forth in the Agreement, together with any and all of PIE&G taxes, fees and surcharges, as applicable and as amended from time to time. With respect to any Voice Services provided by PIE&G to Member for which a rate is not specified in the Rate Schedule, PIE&G's standard retail rates shall apply. PIE&G shall provide Member with a current rate schedule for its standard retail rates at time-of-service activation, from time to time, and at the request of Member.
- 2. TAXES AND SURCHARGES.** In addition to the rates and charges for the Voice Services, Member shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Voice Services and any Equipment. Member shall be responsible for the payment of all surcharges in effect from time to time, including, but not limited to, USF, 911 surcharges, and federal and state regulatory surcharges, as required or permitted by applicable law or regulation and/or as specified on the PIE&G's website.
- 3. VOIP USAGE BILLING.** Billing for any usage associated with Voice Services, including, but not limited to, Directory Assistance, Toll Free Service Charges, International Calling, will occur in arrears (for prior month's usage-based Services).

4. **MEMBER RESPONSIBILITIES.** Member shall be responsible for providing the following to support Voice Services: IP enabled phones and/or analog telephony adapters.
5. **UNAUTHORIZED USE OF VOICE SERVICES.** PIE&G shall have the right (but not the obligation) to take protective action against Member in order to protect PIE&G's network from any unauthorized use, which protective action may include, without limitation, the temporary blocking of Member's voice traffic until the applicable problem is resolved in PIE&G's reasonable discretion. The Voice Services do not support and PIE&G will not accept 976/900 and such other call types in which charges are placed on an end-user's bill and PIE&G might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without PIE&G's prior written consent.
6. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.** Member understands and acknowledges that access to Voice Services may be lost or may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including, but not limited to,, the following: (i) PIE&G's network or facilities are not operating; (ii) broadband connection is lost; (iii) Member is experiencing a power outage; (iv) electrical power to the optical network terminal (ONT) is interrupted; (v) Member failure to provide a proper service address or moving the service to a different address. Member understands and acknowledges that in order for 911/E911 calls to be properly directed, PIE&G must have the current service address and if Service is moved to a different address without PIE&G's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding, or the Voice Services (including 911/E911) may fail altogether. Member is required to notify PIE&G of any change of address of the ONT for 911/E911 calling service to work properly. Member agrees that, to the maximum extent allowed by law, PIE&G shall have no liability for any damages caused, directly or indirectly, by Member's inability to access the Voice Services, including 911/E911 services. Member agrees to defend, indemnify, and hold harmless PIE&G, its officers, directors, employees, affiliates and agents and any others who furnish services in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, Member or any third party or user of account relating to the absence, failure, or outage of the Voice Services, including 911 dialing and/or inability of Member or any third person or party or user of the Voice Services to be able to dial 911 or to access emergency service personnel.
7. **CPNI.** Under federal law, Member has the right, and PIE&G has a duty, to protect the confidentiality of information about the amount, type, and destination of Member's Voice Services usage (CPNI). Member hereby consents to the sharing of Member's CPNI or other personal information with PIE&G and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Member's attention any products and services, or in the event of any merger, sale of some or all of the PIE&G's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the PIE&G. This consent survives the termination of Member's Service and is valid until revoked by Member. To remove this consent at any time, Member must notify PIE&G in writing at PIE&G Connect Voice Privacy Attn: Member Service, 3149 Main Street, Onaway, MI 49765 and provide the following information: (1) Member name, (2) Service billing address, (3) telephone number including area code, and (4) PIE&G Connect service account number. Removing consent will not affect the Member's current Services.

**BROADBAND SERVICE ORDER AND AGREEMENT  
SIGNATURE PAGE**

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

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

**APPLICANT SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**If applicable:**

**CO-APPLICANT SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETURN THIS SIGNATURE PAGE AND RETAIN THE "**BROADBAND SERVICE ORDER AND AGREEMENT GENERAL TERMS AND CONDITIONS**" FOR FUTURE REFERENCE, STORING THEM WITH YOUR OTHER IMPORTANT PAPERS.