

NELSON CABLE
2771-A Rockfish Valley Highway, PO Box 219
Nellysford, VA 22958
434.263.4805
www.nelsoncable.com

VoIP Subscriber Agreement
“Voice Over Internet Protocol” (VoIP)

By subscribing to the service, Subscriber agrees to the following Terms and Conditions of this form and shall fully indemnify and exonerate Nelson Cable, hereinafter referred to as Company, and Integrated Broadband System (IBBS, Nelson Cable’s provider) for loss or damage of any kind sustained by it by reason of such authority.

Company shall, at all reasonable times, have the right to enter property for installation, inspection, audit, repair, & maintenance.

When Company connects to subscriber’s pre-wiring, when the pre-wiring has not been installed in accordance with the National Electrical Safety Code and/or Company specifications, Company does not attest to the safety or compatibility and makes no claim as to the suitability of such pre-wiring.

Company will not be responsible for lightning and/or surge damage. The cable modem should be connected to a surge protector which is properly grounded.

A high speed internet connection is required to use Nelson Cable’s VoIP home or business service. Our service may not be compatible with some systems, including but not limited to, security, TTY, and other systems. Some broadband service providers may provide modems that prevent the transmission of communications using our service. We do not warrant that our services will be compatible with all broadband services and expressly disclaim any expressed or implied warranties regarding the compatibility of our service with any particular broadband service except cable modem service provided by Nelson Cable, Inc.

Residential Use of Service

Subscriber acknowledges that unlimited calling and other services are subject to normal use. Normal use is defined as continuous live dialogue between two individuals. Lack of continuous dialogue activity, unusual calling patterns, excessive conferencing or call forwarding, excessive numbers dialed and/or consistent excessive usage which may include Directory Assistance will be considered indicators that your use may be inconsistent with normal use. Nelson Cable considers normal use to be less than 1,500 minutes per month and does not have unusual calling patterns.

Small Business Use of Service

Subscriber acknowledges that subscribing to our Small Office Home Office (SoHo) plan or Small Business Plan, we provide service, features and certain equipment to you solely for use as a small business use or domestic business traveler. The following uses are not considered small business uses and are not permitted under small business plans: autodialing; continuous or extensive call-forwarding or conferencing; inbound/outbound centralized or distributed call center activity; telemarketing of any kind (including but not limited to charitable or political solicitation or polling); fax or voicemail broadcasting; and fax or voicemail blasting.

Inconsistent with Normal Use (Residential or Small Business)

If you use the service, any feature or device in a way that is inconsistent with the normal use for your service, feature or plan, you will be required, at Nelson Cable’s sole discretion, to (a) pay the rates for the service, feature or device, (b) change to a more appropriate plan or (c) terminate the plan. We reserve the right to review your account and take further action if account usage is beyond normal standards, impermissible, or detrimental to other customer’s ability to use the service or adversely affects our operations. If we determine that you are engaging in abnormal or impermissible usage, we will use reasonable efforts to inform you and provide you with the opportunity to correct the improper usage. If you fail to correct usage activity to conform to normal use, we may exercise our right to transfer your service to a more appropriate plan, charge applicable fees or suspend or terminate.

E-911 Service Disclaimer

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY.

BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF IBBS’s (Nelson Cable’s provider) 911 EMERGENCY DIALING SERVICE, & UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE & TRADITIONAL 911 or E911 CALLS.

911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION. This can be done by contacting our office with the updated address or using the online portal.

911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE

911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY IBBS

YOU INDEMNIFY IBBS FOR ANY FAILURE IN THE 911 SERVICE

Most of IBBS customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is available for all U.S. customers who register a valid E911 service address.

With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers’ telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. IBBS will not inform you that new local emergency centers have been

added. If your address is not covered by E911 service, IBBS advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area.

Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help.

Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers.

Notify All Users

Customer's are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

Registration of Physical Location Required

For each primary phone number that you use for the Service, you must register with IBBS the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service.

Thereafter, you may register a new location by following the instructions from the "911" registration link in your IBBS Account Portal. For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service.

Re-Registration Required if You Change Your Number or Add or Port New Numbers

911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from IBBS.

Confirmation of Activation Required

Your 911 SERVICE will not be activated for any phone line that you are using with the Service, unless and until you receive an email from IBBS confirming that the 911 SERVICE has been activated for that primary phone number. The activation may take up to three days to complete.

Service Outages

You acknowledge and understand that the Service and 911 Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service and 911. You also acknowledge and understand that the Service and 911 Service requires a fully functional broadband connection to the Internet (which is not provided by IBBS) and that, accordingly, in the event of an outage, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage fixed. Nelson Cable has 24 hour battery backup power available to purchase. If the battery is uncharged, discharges, is improperly installed or malfunctions during a power outage, 911/E911 calling will be interrupted.

You acknowledge that IBBS is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your IBBS Services/Account or any failures resulting from local or national disasters..

Disclaimer of Liability and Indemnification.

You acknowledge and understand that IBBS will not be liable for any Service outage &/or inability to dial 911 using the IBBS Service or to access emergency service personnel due to the characteristics & limitation of the IBBS Service as set forth in this document. You agree to defend, indemnify, & hold harmless IBBS, its officers, directors, employees, affiliates, & agents & any other service provider who furnishes services to you in connection with the Service, from any & all claims, losses, damages, fines, penalties, costs, & expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to the 911 SERVICE.

In addition, IBBS does not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. IBBS disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. IBBS relies on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. IBBS disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither IBBS nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE unless such claims or causes of action arose from IBBS gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless IBBS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that IBBS does not offer Lifeline service, and that if you are not comfortable with the limitations of the 911 SERVICE, IBBS strongly recommends that you always have an alternative means of accessing emergency service.

Service Term

Service Term will begin on the Activation Date. Service will be provided to you until such time you notify our main office one month in advance in writing (letter, e-mail, or fax) to terminate the service. You will not be charged for service after the termination date.

Billing

Subscriber is responsible for all monthly service fees, taxes, and other charges, such as Directory Assistance, etc.

Subscriber is responsible for providing our office with current mailing and contact information.

Subscriber will be mailed a monthly statement for making monthly payments by mail or at company office in person. Statements are printed & mailed on or about the 20th of each month. Payments are due in advance by the first of the month. Subscriber's first month's service may be prorated. If monthly payment is not received by the 10th of the month, subscriber will be assessed a \$5.00 Late Fee, or the maximum rate permitted by applicable law, per month. If payment is not received by the end of the month, services may be disconnected without notice. Subscriber shall be responsible for all costs of collecting the delinquent account, including an attorney's fee of 25%. Subscriber is responsible for monthly subscription charges until such time as subscriber notifies Company in writing that service is to be terminated.

We will only give credit for interrupted VoIP service if we are credited by our provider.

Subscriber acknowledges that he is subscribing to the services specified to be received on the receiving equipment being connected by Company. That he will notify Company if he changes or modifies his receiving equipment or for any reason receives VoIP service not subscribed to on this agreement of addendum thereto. Subscriber stipulates the minimum value of such unauthorized reception to be \$200.00. Subscriber shall not have more than one outlet without the knowledge and written approval of Company. The subscriber shall safeguard and not disturb or allow any unauthorized person to perform any work on any part of the VoIP equipment. In the event the subscriber or others under subscriber control have altered VoIP equipment, or tampered with a security seal, a minimum service charge of \$89.00 may be assessed to subscriber.

VoIP modems & other property provided to subscriber shall remain property of Company. Subscriber agrees to pay for repair & assumes risk of loss, theft, or damage prior to return by the subscriber & stipulates the minimum value of any such property \$200.00.

The terms of this Agreement are subject to amendment by the Company as procedures & market conditions may dictate. Subscriber agrees that the terms of this Agreement as amended shall govern if Company provides subscriber with a written copy or makes available on its website, www.nelsoncable.com of any amended forms of the Agreement and subscriber thereafter continues service.

Nelson Cable Contact Information:

Please send any written correspondence, along with account number, to:

Physical Location: 2771A Rockfish Valley Hwy Nellysford Va 22958

Lobby Hours: Monday – Friday, 9am – 1pm

Phone Support Hours: Monday-Friday, 9am– 4pm phone: 434-263-4805, Fax: 434-226-0117

E-Mail: info@cyberwind.net, Website: www.nelsoncable.com

Revised 2.13.19