



## **ALL TELEPHONE SERVICES**

The terms and conditions of this Service Agreement (“Terms” or “Agreement”) constitute the agreement (“Agreement”) between TEPA Connect, LLC (“TEPA Connect”, “Company”, “We”, “Us”) and the User (“you”, “User” or “Customer”) of the Company’s residential and business voice communications Services, and any related products or services (“Voice Telephony Service” or “Service”). This Agreement governs both the Service and any connected Device (“Device” or “Equipment”), used in conjunction with the Service.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING: WARNINGS THAT YOU MAY BE UNABLE TO USE THE VOIP SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES; AND LIMITS AND DISCLAIMERS ON COMPANY’S LIABILITY.

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## **SERVICE**

The TEPA Connect Voice Telephony Service is delivered using Voice-over-Internet Protocol (VoIP) technology. Service is offered on a monthly basis, with a billing cycle commencing on either the 5<sup>th</sup> or 20<sup>th</sup> day of the calendar month. Service fees will pro-rated for the first month as applicable, depending on the installation date. Subsequent terms of this Agreement automatically renew unless you give TEPA Connect written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month’s charges to the end of the then-current term, including, without limitation, any unbilled charges, if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

If you subscribe to the Company’s Residential Services, which is defined as Service intended solely for the subscriber’s residence, or home, and not for commercial purposes (“Residential Services”), the Service and the Device (if provided) are provided to you solely for such residential use. You shall not resell or transfer the Service or the Device to another party. You are prohibited from using the Service or the Device for autodialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you

will be required to pay the higher rates for Business Service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

If you subscribe to the Company's Business Services, which is defined as Service intended solely for the subscriber's use to support commercial, for-profit or not-for-profit, non-residential enterprises ("Business Services"), the Service and Device (if provided) are provided to you as a small business User. You shall not resell or transfer the Service or the Device to another party. You are prohibited from using the Service or the Device for autodialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

All users (both Residential and Business) should be read the provided Battery Backup disclosure. We have no control over your electrical power, and you may experience occasional outages. For this reason, it is strongly recommended that you maintain a battery backup for the fiber Optical Network Unit and telephone. It is recommended that you provide a forwarding number so that you can receive calls in the event of an outage.

## **PAYMENT AND CHARGES**

Payment for service is due on either the fifth (5<sup>th</sup>) or twentieth (20<sup>th</sup>) day of the month, depending on the Customer's billing cycle. TEPA Connect's preferred payment method is automatic bank transfer or credit card payment. We will charge Customers monthly using the customer's preferred payment method. When you subscribe to our Service, you authorize us to collect from your payment method, including, if applicable, check return fees, recovery fees and any other outstanding charges. This authorization will remain valid until 30 calendar days after you terminate our authority to charge your payment method.

You agree to pay all charges due and payable for the Services without counterclaim, set-off or deduction, other than amounts reasonably disputed. Failure to pay in full may result in immediate suspension of services, and TEPA Connect shall have no liability for such suspension under any circumstances. During the period of suspension, Services will be unavailable until the account balance is paid in full.

If you reasonably dispute an invoice, you must pay the undisputed amounts and provide written notice of the disputed amounts. Failure to dispute a charge within a 30-day period shall constitute an irrevocable waiver of your right to dispute the charge, unless otherwise provided by law. The parties shall attempt to resolve the dispute in good faith for a period of 30 days from the notice. If any charges remain in dispute at the end of the 30-day period, you will pay the full amount due within 10 days, otherwise TEPA Connect may exercise any available remedies for breach.

If you do not deliver full payment for all billed charges within ten days of the due date, TEPA Connect will terminate use of the Service. The failure of TEPA Connect to terminate the Service for non-payment of any charges shall not act as a waiver or estoppel to terminate Service of such

account for non-payment of current or future charges. All disconnected accounts are subject to a reconnection fee, after payment in full of the unpaid balance.

All prepaid fees and other payments by Subscriber are non-refundable and non-creditable. There are no pro-rated refunds for unused time. In the event that an account is terminated for any reason with an outstanding balance, TEPA Connect will electronically charge any credit card on file for the outstanding balance. Any account which goes into collection status will be transferred to a collection agency.

Customer is responsible for all charges attributable to its account with respect to the Service. Customer agrees to notify TEPA Connect immediately, in writing or by calling the TEPA Connect support line at (662) 587-9055, if you become aware at any time that Service is being stolen or fraudulently used. You are responsible for all usage charges attributable to your account, even if incurred as the result of fraudulent or unauthorized use by third parties, until you report the theft or fraudulent use of the Service. TEPA Connect, may, but is not obligated to, detect or report unauthorized use or fraudulent use of Service. You agree to save, defend, indemnify and hold TEPA Connect harmless from all claims, costs, liabilities and damages arising out of such fraudulent or unauthorized use.

Voice Telephony Service provides unlimited minutes of use for calls to the continental United States. Additional charges apply to call Hawaii and Alaska.

All International calls are billed at their respective international rates which are updated from time to time. Any and all call charges are rounded to the nearest whole penny. International calls will be charged at the start of the next month. Failure to pay will result in immediate suspension of Service.

### **LIMITATIONS OF SERVICE**

Customer acknowledges, and agrees, to the following limitations of service:

A) Phone numbers. The phone numbers you obtain from Us for Residential Service will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

B) Compatibility with other devices and systems. The Service may not be compatible with non-voice devices. All non-voice communications equipment, including but not limited to, home security systems or alarm systems that are set up to make automatic phone calls, modems, data modems, any device that relies upon a modem, or other hearing-impaired devices, and medical monitoring devices ("Non-Voice Systems"), are not considered compatible with the Service and may be interrupted or permanently disabled by installation or operation of the Service. You should maintain a traditional analog telephone connection in order to use any alarm monitoring functions that require traditional circuit switched telephony for any security system installed in your home or business. You are solely responsible for the operation and use of such Non-Voice Systems with the Service, including taking any necessary steps, as permitted under your agreements with the Company, to ensure compatibility between such Non-Voice Systems and the Service.

C) Other providers. You authorize the Company to act on your behalf, as your agent, in moving your telephone number and related local and long-distance services from your current provider to the Company or any of its wholesale service providers. You acknowledge that the Company may change wholesale providers from time to time and may move your phone number from one wholesale carrier to another at any time.

## **OUTAGES**

In the event of Voice Telephony Service outage, service shall be restored as promptly as possible. In the event it remains out of order in excess of forty-eight (48) consecutive hours after knowledge by the Company of the interruption, the Company shall, upon request, refund to the Customer the pro rata part of that month's charges for the period of days during which the Voice Telephony Service was out of order. This refund may be accomplished by a credit on a subsequent bill for telephone service. All credit requests must be made within 30 days of your next bill following the outage or service issue

## **REVISIONS, AMENDMENTS, OR MODIFICATIONS TO THESE TERMS**

The Company may change this Service Agreement or the Service from time to time by posting a revised version of this Service Agreement or announcing Service changes on the Company's website currently located at: [www.tippahepa.com/tepaconnect.php](http://www.tippahepa.com/tepaconnect.php). Such changes may include, without limitation, increasing the charges for the Service, including any additional features that may be offered in conjunction with the service. Changes will become effective once posted, and your continued use of the Service will constitute your acceptance of any such changes. However, if you do not wish to continue Service after a change or modification in features or functionality that materially effects the Service to you, you may terminate this Service Agreement by providing written notice to the Company within twenty (20) days of the effective date of the modification.

## **OWNERSHIP**

The Customer acknowledges and accepts that it does not own or have any property rights in or any other rights to any telephone numbers assigned to them, whether or not the telephone numbers are published in any directory. TEPA Connect may change a telephone number designated for the Customer in cases of emergency, by giving the Customer verbal notice, followed by a written explanation as soon as is reasonably possible. TEPA Connect is not liable for any costs, damages or other amounts resulting from changes to telephone numbers.

## **TERMINATION OF SERVICE – RESIDENTIAL AND BUSINESS**

To cancel or terminate the Company's Residential or Business Service, you must contact our offices at (662) 587-9055 and provide written notice at least ten (10) days before the end of the monthly term in which the notice is given. If you DO NOT notify Us that you are porting (moving) your phone number to a new phone company, TEPA Connect will turn off your Phone service and terminate billing at the end of the current billing term. If you DO notify Us that you are porting (moving) your phone number to a new phone company, TEPA Connect will be required to leave your Phone Service active until you or your new phone company notify Us that the port-away has completed. The

phone service must remain active until the port-away has occurred, or your phone number may be lost. Once we're notified that the port-away has completed, TEPA Connect will turn off your Phone Service and terminate billing at the end of the current billing term. Please also see "PORT OUT POLICY" below.

For Residential Services, we reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in Our sole and absolute discretion, consistent with all applicable notice provisions and other regulatory requirements. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, all of which will immediately become due and payable.

For Business Services, we reserve the right to suspend or discontinue the Service generally, or to terminate or suspend your Service for failure to rectify a violation of the Service Agreement within 7 days after receiving notice thereof from the Company. If we discontinue the Service generally, or terminate your Service, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your failure to correct any breach of any provision of this Agreement, you will be responsible for charges to the end of the current term, including, without limitation, unbilled charges, all of which will immediately become due and payable. Service may be suspended by the Company without prior notice if necessary, to comply with applicable laws or to preserve the integrity of service to other Customers. If service is suspended without prior notice, the Company will use reasonable efforts to notify Customer of the suspensions and the reason for suspension within one (1) business hour of suspension.

#### **SERVICE REQUIREMENTS AND AVAILABILITY**

You must supply certain equipment and facilities, such as a phone handset or equivalent, installed phone or network cabling and termination outlets, and a powered electrical outlet. You are responsible for supplying and ensuring that the equipment you supply is compatible with the Service and meets federal and other applicable standards. You represent that you either own your equipment or have the right to use that equipment in connection with the Service. The Company shall have no obligation to provide, maintain, support or service your equipment.

For the Services (including E9-1-1) to work, the Customer is responsible for providing: the supply of electrical power; and performing proper maintenance of all customer-provided equipment connected to, or supporting the Services at the Customer location, including the replacement of any batteries, and contacting TEPA Connect for technical service when prompted to do so or as required, unless otherwise specified by TEPA Connect. A battery backup is available to purchase from TEPA Connect, or the Customer may use a battery obtained from the third-party vendor.

#### **FEES, TAXES AND OTHER CHARGES**

We publish on our website, [www.tippahepa.com/tepaconnect.php](http://www.tippahepa.com/tepaconnect.php), an explanation of the taxes and fees for this service. These fees and charges may change from time to time and vary depending on Federal, State, and Municipal rules & regulations. If you make calls to Alaska, Hawaii or international locations, then additional charges will apply. Please visit [www.tippahepa.com/tepaconnect.php](http://www.tippahepa.com/tepaconnect.php) for the current rates to these locations.

### **9-1-1 EMERGENCY SERVICES**

Carefully read the 911 disclaimer document, available at [www.tippahepa.com/tepaconnect.php](http://www.tippahepa.com/tepaconnect.php), which also is provided at service installation. By acceptance, and use, of the TEPA Connect Voice Telephony Service, you acknowledge and accept any limitations of 9-1-1/E9-1-1 service, and you agree to convey these limitations to all persons who may place calls over the VoIP service.

### **PROHIBITED USES**

You shall use the Service and the Device only for lawful purposes. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, TEPA Connect will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

The Company has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, the Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address.

### **RELOCATION REQUIREMENT**

The Service may be used only at the Registered Location you provide to the Company. If you wish to relocate the Equipment, you must contact the Company for information on Service availability at the new location. If the Service is available at your new location, you must update and register the new location with the Company in order to update our records for the Service and help make 9-1-1 services and E9-1-1 features available to you. If Service, 9-1-1 calling or an E9-1-1 feature is not available at the new location, your Service will be terminated or suspended until you return the

Equipment to a location with Service, 9-1-1 and E9-1-1 availability and provide Us updated information for the new location. Using or moving, or attempting to use or move, the Equipment or Service to a location without complying with this Section is a violation of this Service Agreement and you do so at your own risk.

#### **LOCAL NUMBER PORTABILITY**

If you are transferring your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

- A) You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of your order for Service;
- B) You authorize the Company to notify your current telephone service provider of your decision to switch your local, local toll, toll free and/or long distance services to the Service, and you represent you are authorized to take such actions;
- C) You acknowledge that if you set up the Service prior to the date that the number switch becomes effective (the "Port Effective Date"), you may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 9-1-1 or other emergency calls over the Service, until the Port Effective Date (in such a case, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date); and
- D) You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. To help avoid an interruption in your phone service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to you by the Company following your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date; and
- E) You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to you.

#### **PORT OUT POLICY**

Any telephone number may be allowed to port out if, at the time of our receipt of the port-out request:

- A) The number(s) being ported out have been active in the current subscribers account for at least 90 days,

B) All previous invoices have been paid and there is no outstanding balance on the account.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO:

A) DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING OR PARTICIPATING IN A 9-1-1 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR ENHANCED 9-1-1 TELEPHONE SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E9-1-1 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 9-1-1 OR E9-1-1 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS;

B) INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE VOIP SERVICE, INTERNET ACCESS SERVICE, ANY EQUIPMENT, OR OTHERWISE;

C) ANY LACK OR BREACH OF SECURITY YOU OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE VOIP SERVICE; OR

D) USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK USES.

E) Our liability under this agreement will not exceed the Service charges for the affected time period. The Company will not be responsible for third-party fees or charges, including but not limited to, banking fees, overdraft fees, cellular phone or other wire line charges, technician charges, or other similar charges.

F) This Section "Limitation of Liability" will survive termination or expiration of this Service Agreement, whether terminated by you or the Company, for any reason.

### **CALL PLANS**

Voice Telephony include the following features:

- **Unlimited Local & Long Distance Calling in the continental U.S.**
- **Per-minute rates for Hawaii, Alaska and International Calling**
- **Caller ID (with Name if available)**
- **Call Waiting**
- **3-way Calling**
- **Call Forwarding**
- **Voicemail (with text and/or e-mail notification option)**

**\* While our Voice Telephony Service is exempt from many of the taxes and surcharges you may be used to seeing on a traditional landline phone bill, we are still subject to state and local sales tax, state gross receipts and excise taxes, Universal Service Fund contributions and E-911 surcharges. These taxes and fees will each appear separately on your bill and may vary based on changes imposed by the corresponding regulatory agencies.**

BY USING THE TEPA CONNECT VOICE TELEPHONY SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHOULD NOT USE THE SERVICE.