



P.O. BOX 219, 2771-A Rockfish Valley Hwy, Nellysford, VA 22958
Ph: 434-263-4805 Fax: 434-226-0117

www.nelsoncable.com

APPLICATION FOR STREAMING IPTV, BROADBAND, & VOIP PHONE SERVICE

NAME _____
SERVICE ADDRESS _____
BILLING ADDRESS _____
CITY _____ STATE _____ ZIP CODE _____
SOCIAL SECURITY # _____
PHONE: HOME _____ CELL _____ W-GREEN _____
EMAIL: _____

Authorized users who you give permission to discuss and make changes to your account on your behalf

Name _____ Phone Number _____
Name _____ Phone Number _____

Do you own the property? Yes No If you rent, we must have written permission from owner

Email Billing: (Receive -\$0.50 monthly discount) Automatic payment: (receive a -\$0.50 monthly discount) **Strongly Suggested to avoid delays**

Installation/Reconnection	ONE TIME FEE
New Installation/Connection for 1 Outlet (up to 125 feet)	\$ 99.00 <input type="checkbox"/>
Reconnection / Name Transfer	\$ 45.00 <input type="checkbox"/>
Fiber To The Premise (FTTP) Installation and Connection	Call for Quote
Streaming IPTV Service	MONTHLY FEE
<i>Includes up to 5 simultaneous streams at no charge</i>	
Lifeline Pak (18 Channels)	\$34.95 <input type="checkbox"/> Tax
Basic + Pak (67 Channels)	\$74.95 <input type="checkbox"/> Tax
Scout Pak (80+ Channels)	\$89.95 <input type="checkbox"/> Tax
Lifestyle Pak (130+ Channels)	\$109.95 <input type="checkbox"/> Tax
Add On Packages	
5 additional simultaneous streams	\$20.00
Variety Pak (Lifestyle Pak Required – 10 channels)	\$ 6.95 <input type="checkbox"/> Tax
HBO	\$17.95 <input type="checkbox"/> Tax
Cinemax	\$13.95 <input type="checkbox"/> Tax
Starz!/Encore	\$15.95 <input type="checkbox"/> Tax
IPTV Device Leasing	\$ 6.49 each <input type="checkbox"/>
# of Devices _____	
*Subscriber may provide compatible device. See our website for a list.	
Cable Modem Services – High Speed Internet – WINTERGREEN/NELLYSFORD ONLY	
100/25 Mbps	\$43.99 <input type="checkbox"/>
300/25 Mbps	\$53.99 <input type="checkbox"/>
500/25 Mbps	\$59.99 <input type="checkbox"/>
1,000/100 Mbps	\$73.99 <input type="checkbox"/>
Cable Modem/ONT Equipment	
<i>Hard wired modem/ONT is provided with the Internet service, you provide the router</i>	\$ No Charge <input type="checkbox"/>
Fiber Broadband Services – ALL AREAS	
100/100 Mbps	\$ 48.99 <input type="checkbox"/>
500/500 Mbps	\$.63.99 <input type="checkbox"/>
1,000/1,000 Mbps	\$ 78.99 <input type="checkbox"/>
2,000/2,000 Mbps	\$159.99 <input type="checkbox"/>
Telephone Service – VOIP – ALL AREAS	
IPResidential (unlimited local & long distance, multiple calling features)	\$ 29.95 <input type="checkbox"/> + TAX
Add on Home Office (SOHO)	\$ 34.95 <input type="checkbox"/>
24 Hour Battery Backup – One Time Fee	\$ 165.00 <input type="checkbox"/> + TAX
Do you have a security system: Yes _____ No _____	
VOIP works with most security systems. Please check with your security provider.	
Tech Home Support – US based tech support for devices, wireless support, data backup, security and file backup services, virus protection and removal, network management, password manager and much more	
Tech Home Support – premium support on 4 devices 24/7/365 telephone support	\$ 9.99 <input type="checkbox"/>
<i>Premium tech support included for subscribers at no charge for 1st 30 days, contact us to opt out</i>	

Do you wish to pay: Monthly 1/4ly 12 Month, 1 year Prepay Commitment (Receives a 10% Discount)

Signed _____ Date _____

Received By _____ Date _____



NELSON CABLE PRIVACY POLICY

Pursuant to Section 631 of the Cable Communications Policy Act of 1984 (the "Cable Act"), Nelson Cable is required to inform new and current subscribers of our privacy policy.

Nelson Cable only collects information necessary to provide service to the subscriber or to monitor quality and reception of cable and cable modem signals. This includes name and address, telephone number, account number, billing and collection information, service and installation records, subscriber correspondence, the services rendered by the subscriber, maintenance, service and installation information, and marketing data. Subscriber must be of legal age in order to enter into Subscriber Agreement.

By downloading, installing, and using the Scout IPTV App, you understand and consent to allow us to collect information that allows us to improve the quality of our products and services, and therefore your customer experience. Specifically, by such election, you consent to our collection of information through the use of additional software which is downloaded to your device within the Scout IPTV App. This additional software captures the following pertaining to your use of Scout IPTV App and other applications on your device: Application(s) running history and data usage; Identity network and/or manufacturer identifier) of your device (as may be available); If location services are enabled on your device, the application will provide us the approximate or precise location of your Device (as may be available); we store location data in an aggregated manner to use for network planning and performance improvement. If you do not want the application to gather your location, you can disable location services in your mobile device (which affects all applications), disable location services for the Scout IPTV App in your device if disabling location for a specific application is enabled by your Device operating system or uninstall the Scout IPTV App; Wi-Fi and cellular network information, such as your mobile operator, ISP, and IP address; Data usage on Wi-Fi, cellular, and respective network performance information such as throughput, latency, and signal strength.

Collected information is made available to Nelson Cable employees, accountants, billing and collection agencies, installation subcontractors, and program service providers. Information is on a "need to know basis" and only retained as long as required for financial and tax accounting purposes, and required by local, state and federal law.

Disclosure of personally identifiable information may also be required by court order directed to Nelson Cable.

A subscriber has the right to contest government agency claims to such information; and to review all such information at Nelson Cable office during regular business hours, given reasonable notice to our office by either phone or letter, and to correct any errors in the information. Should you have questions concerning the rights and obligations of Nelson Cable or your rights under the Cable Act, you may contact our office during normal business hours. Our office is located at 2771-A Rockfish Valley Highway, Nellysford, VA 22958. Our hours are Monday thru Friday 9:00am—4:00pm. Our telephone number is 434-263-4805.

SCOUT IPTV/CABLE TV SUBSCRIBER AGREEMENT

By subscribing to the service, Subscriber agrees to the following Terms and Conditions:

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

Scout IPTV Application: By downloading or using the Scout IPTV application ("Scout IPTV App", or "STVA") you accept (in other words, make legally binding) these Terms and Conditions and the Nelson Cable Privacy Policy, and confirm your prior acceptance of the other Nelson Cable agreements to which they refer (see below). These Terms and Conditions are solely between you and Nelson Cable. You may be subject to other agreements that govern your use of 3rd party products and services.

You represent that you are of legal age to agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not use the Scout IPTV App. You understand that your download and use of the Scout IPTV App in turn involves the use, operation, and license of certain third party website or application, and your access to and use of that Service will be subject to additional terms and limitations specific to that Service.

Your use of the Scout IPTV App is subject to a number of restrictions, which include the following:

- You must be a Nelson Cable subscriber in good standing, with a video package of Lifeline or higher to use the Scout IPTV App;
- You may only use the Scout IPTV App for personal, non-commercial use;
- You may not share your access to the Scout IPTV App with any third parties, other than household members and household guests; and
- You must secure your home wireless network.

Usage Rights and Restrictions: The Scout IPTV App may be installed on any device that you own or that is in your possession and control, subject to the "Usage Rules" that are set forth in 3rd party App Store Terms of Service. By downloading the Scout IPTV App, you are agreeing that you will use the download only to run the Scout IPTV App on a device that you own or control, and only as authorized by these Terms and Conditions. You may not examine or manipulate the software code underlying the Scout IPTV App and you have no rights in that code other than the use right described in the preceding sentence.

By using the SCOUT IPTV App, you confirm that you are a Nelson Cable subscriber and that you are bound by and in compliance with Nelson Cable Terms and Conditions applicable to the Nelson Cable services to which you subscribe accessible on Nelson Cable public websites (collectively, the "Subscriber Agreement"), and also any third-party agreements that may apply to your use of the Scout IPTV App. The Subscriber Agreement's terms (including any usage restrictions, disclaimers and limitations on liability) apply to your use of the Scout IPTV App as if the agreement were set out in full in these Terms and Conditions.

We may, at any time and without notice, modify or discontinue all or part of the Scout TV App, its content, related charges or fees required to use the Scout IPTV App, and we may offer special opportunities to some or all Scout IPTV App users, subject to applicable law.

You are permitted to use the Scout IPTV App only to request and view the content that we provide for this purpose and that you are entitled to access ("STVA Content"), and you may not circumvent or otherwise interfere with any authentication or access restrictions that we have implemented with respect to the Scout IPTV App or STVA Content. You may not copy, publicly perform or retransmit the STVA Content.

Without limitation, the following restrictions also apply to your use of the Scout IPTV App:

You shall not distribute or make the Scout IPTV App available over a network where it could be used by unauthorized parties or otherwise downloaded/distributed to any device without our knowledge or authorization.

You shall not: (i) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Scout IPTV App, or any part thereof; (ii) reverse engineer, decompile, translate, adapt, disassemble or otherwise reduce the Scout IPTV App to human readable form; (iii) attempt to create the source code from the object code for Scout IPTV App; (iv) transmit the Scout IPTV App over any network or between any unauthorized devices; (v) make or convert any third party software contained in the Scout IPTV App into a stand-alone product; (vi) take any action that will infringe upon or misappropriate the intellectual property or other proprietary rights of Nelson Cable, its affiliates, or any third party; or (vii) sublicense, rent, lease, or assign the Scout IPTV App. You may transfer the Scout IPTV App to other devices you own or license or that are under your lawful control as long as you only use it on only devices authorized by us.

You shall not remove any proprietary notices, marks, or labels on the Scout IPTV App.

You shall not export, import, or re-export the Scout IPTV App in violation of any applicable law, rule, or regulation of any jurisdiction.

You will only use the Scout IPTV App in a manner that complies with all applicable laws in the jurisdictions in which you use the Scout IPTV App, including but not limited to applicable restrictions concerning copyright and other intellectual property rights.

You shall not use the Scout IPTV App in an attempt to circumvent or in conjunction with any device, program, or service designed to circumvent, technological measures employed to control access to, use of, or the rights in, a content file, service, or other work protected by the copyright laws of any jurisdiction.

You are solely responsible for monitoring the viewership and usage of Scout IPTV App.

You are solely responsible for securing any Wi Fi connectivity/access to your Internet service by means of a password or other reliable means. As such you are solely responsible for any conduct undertaken by means of access to our Internet services (including without limitation the Scout IPTV App) by any party, whether or not such access is initiated by a member of your household, a user authorized by you, or other person through any Wi Fi access/connectivity, and any loss, damage, or other liability arising therefrom.

Nelson Cable shall have no obligation to furnish any maintenance or support services with respect to the Scout IPTV App or the STVA Content.

Customer Experience Improvement: By downloading, installing, and using the Scout IPTV App, you understand and consent to allow us to collect information that allows us to improve the quality of our products and services, and therefore your customer experience. Specifically, by such election, you consent to our collection of information through the use of additional software which is downloaded to your device within the Scout IPTV App. This additional software captures the following pertaining to your use of Scout IPTV App and other applications on your device: Application(s) running history and data usage; Identity (network and/or manufacturer identifier) of your device (as may be available) : If location services are enabled on your device, the application will provide us the approximate or precise location of your Device (as may be available); we store location data in an aggregated manner to use for network planning and performance improvement. If you do not want the application to gather your location, you can disable location services in your mobile device (which affects all applications), disable location services for the Scout IPTV App in your device if disabling location for a specific application is enabled by your Device operating system or uninstall the Scout IPTV App.; Wi-Fi and cellular network information, such as your mobile operator, ISP, and IP address; Data usage on Wi-Fi, cellular, and respective network performance information such as throughput, latency, and signal strength.

Subscriber acknowledges that modems purchased from a third party, and/or broadband service from a third party may not have the capability of delivering the purchased Internet Service speed or have the capability of rendering Internet Service without interruption or degradation, which may affect STVA Content deliverability.. Monthly charges will not be reduced or otherwise discounted if the Subscriber elects to use a third party modem and/or broadband provider.

Username and Password: We reserve the right to reject any username or password you request in our sole discretion. You are responsible for maintaining the confidentiality of any username or password we provide to you, and you agree not to transfer such password or username, or lend or otherwise transfer your right to use or access the Scout IPTV App, to any third party.

You agree to immediately notify us of any unauthorized use of your username or password or any other breach of security related to your account, your username or the Scout IPTV App. If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person's use of the information.

Suspension or Termination of Rights: We may suspend, restrict or terminate your access to or use of the Scout IPTV App at any time and for any reason (including if we believe that you have violated or acted inconsistently with the letter or spirit of any of the Terms of Service, or if we believe that your Scout IPTV username, password, or home network has been accessed by a third party). The rights granted to you to use the Scout IPTV App and the STVA Content will terminate immediately upon the expiration or termination of the Terms of Service, or upon your breach of any of the Terms of Service. We reserve the right to take any steps that we believe are necessary or appropriate to enforce and/or verify your compliance with the Terms of Service.

NELSON CABLE MAKES NO AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SCOUT IPTV APP INCLUDING WITHOUT LIMITATIONS WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT, WILL NOT BE RESPONSIBLE FOR ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE SCOUT IPTV APP TO CONFORM TO ANY WARRANTY. IN THE EVENT OF ANY CLAIMS BY YOU OR ANY THIRD PARTY RELATING TO THE SCOUT IPTV APP, OR TO YOUR POSSESSION OR USE OF THE SCOUT IPTV APP, YOU AGREE THAT NEITHER NELSON CABLE NOR YOUR DEVICE MANUFACTURER SHALL HAVE ANY RESPONSIBILITY FOR THE INVESTIGATION, DEFENSE, SETTLEMENT AND DISCHARGE OF SUCH CLAIMS, INCLUDING (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE SCOUT IPTV APP FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION; AND (IV) INTELLECTUAL PROPERTY CLAIMS.

By accessing, downloading or using the Scout IPTV App, you represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

If a court or similar body determines that a portion of these Terms of Service is invalid or unenforceable, the remaining Terms of Service shall stand, and the invalid or unenforceable portion should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. Except with our consent, you may not transfer or assign to any other person (in other words, make another person legally responsible for) the rights granted by or your obligation to comply with these Terms of Service.

These Terms and Conditions are not intended to benefit (in other words, to create any rights or obligations for) anyone other than you and us. Upon your acceptance of these terms, we will have the right (and will be deemed to have accepted the right) to enforce these terms against you as a third party beneficiary of these Terms and Conditions.

Subscriber acknowledges that he is subscribing to the services specified on the Service Application to be received on the receiving equipment being connected by Company. Subscriber will notify Company if there is a change or modification of receiving equipment or for any reason receives CATV /IPTV service not subscribed to on this agreement of addendum thereto. Subscriber stipulates the minimum value of such unauthorized reception to be \$500.00. Subscriber shall not have more than one CATV/IPTV set to each 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 cable system which is on or adjacent to his premises. In the event the subscriber or others under subscriber control have altered cable system, or tampered with a security seal, a minimum service charge of \$109.00 may be assessed to subscriber. Company may immediately terminate Subscriber's Service and this Agreement if Subscriber or a user of Subscriber's Service breaches this Agreement. Company reserves the right in its sole discretion to terminate Subscriber's Service and this Agreement at any time or to suspend (with or without notice) or terminate access to or use the Service in whole or in part.

Subscriber warrants to have complete authority to have installation and maintenance performed on the property shown on the face of this form and shall fully indemnify and exonerate Nelson Cable, hereinafter referred to as Company, for loss or damage of any kind sustained by it by reason of such authority.

Subscriber hereby grants to Company, its successors, assigns, lessees and agents, a right of way agreement along any two (2) of the property lines for its system plus the necessary route from the heretofore described right of way easement to subscriber's dwelling and Company shall, at all reasonable times, have the right to enter the property for purposes of installation, inspection, audit, repair, maintenance, and to control and maintain trees and shrubbery and to keep the easement clear of obstacles which may interfere with or endanger the safety or use of said system. Subscriber shall notify Miss Utility (Call 811 or 1-800-552-7001), or online at www.va811.com, at least 3 working days, excluding weekends and holidays, before digging or making alterations where the cable may become damaged. Company will locate and mark underground cable at no charge. Cutting right-of-way for aerial or underground drop-cable, repair, or replacement from distribution line tap to subscriber's receiving equipment will be made at subscriber's expense.

When Company connects to subscriber's TV 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. During electrical storms, subscriber should disconnect cable and electrical connections from receiving equipment to prevent damage.

Terms of Service (TOS)

Pricing: Pricing is available on our website, www.nelsoncable.com, on Subscriber's bill, or by contacting our Customer Service Department at (434) 263-4805. Prices and Service Levels are subject to change.

Term: There is no minimum Term of Service unless otherwise specified.

Billing and Charges: Subscriber agrees to pay all charges, including taxes and fees, incurred by users of the Service at the rates in effect at the start of the billing period in which charges are incurred. Subscriber will be mailed a statement for making payments by mail or at Company office in person. Statements are generated on or about the 20th of each month. Payments are due in advance by the first of the month. Company reserves the right to correct and charge under-billed amounts after a statement has been issued.

Payment Options: Company accepts payment by mail, by phone, on Company website, www.nelsoncable.com, or at Company office. Company accepts money order, check, credit card, and debit card. A \$5.00 Phone Pay Fee may apply. All payments are to be in US currency. Company does not accept Echecks. To ensure processing, Subscriber needs to provide coupon with payment, or, if Subscriber uses a bill pay service the account number needs to be included with the payment. Company offers an autopayment option where payments can be withdrawn from Subscriber bank account, credit, or debit card. Subscriber needs to contact Company billing office and complete enrollment form prior to being enrolled in autopayment option. Overpayment by Subscriber will be used toward future charges.

Monthly Service Fees: Fees for the Service(s) ordered by the Subscriber shall begin on the activation dated and Monthly Recurring Charges (MRC) shall be pro-rated to the first day of the following month. The date of service activation will serve as the anniversary date for any term commitment.

Upgrade Fees: Upgrades ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.

Additional Service Fees: Additional services ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.

One-Time Charge Fees (OTC): OTC fees, such as, but not limited to, prorated Service, setup, connection, reconnection, Name Change, administrative and late fees are due and payable at the time they are incurred.

Service Credits: Service credits will be issued to Subscriber account and shall be used to offset future billable service. Service credits shall not be issued as cash back to the Subscriber nor are service credits transferrable to other account holders.

Age, Account Set-Up, and Data: Subscriber represents that the Service will be installed solely in Subscriber's residence or business. Subscriber represents that they are at least 18 years of age and able to enter into a contract. Subscriber agrees that they are responsible for verifying and maintaining the passwords and other identification information.

Installation: Subscriber represents that there are no legal, contractual or similar restrictions on the installation of the equipment, drop, or interior wiring for the Service. Timeframes for installation are not guaranteed and may vary depending on the type of installation required and other factors. Subscriber acknowledges and agrees that Company or its contractor will be required to access Subscriber's premises to install and maintain the Service. By signing this agreement, scheduling the service or installation visit, and permitting Company or its contractor to enter property, Subscriber is authorizing Company and/or Company's contractor to perform the above actions. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AS DETERMINED BY COMPANY, COMPANY OR COMPANY'S CONTRACTOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLING, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PROPERTY, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR DEVICES CONNECTED TO SERVICE.

Company Owned Equipment: Set Top Boxes and other property provided to subscriber shall remain the property of Company. Subscriber agrees to pay for repair and assumes risk of loss, theft, or damage prior to return by the subscriber and stipulates the minimum value of any such property to be \$500.00. Company has upgraded its transmission equipment and requires subscriber to have Company furnished set top box, an access card, and/or Smart IPTV app in order for all cable channels to be received. This set top box may be necessary even though subscriber may have a so-called "cable ready" TV set. *Set top boxes offering audible accessible channel guide for the viewing impaired are available for digital programming by request. For more information, please contact our Customer Service Representatives at 434-263-4805, option 1. They are available Monday-Friday 9AM to 4PM.*

Content: *Subscriber acknowledges that some programming may not be suitable for all audiences. Subscriber is solely responsible for monitoring viewership and usage.*

Termination by Subscriber and Downgrades: Subscriber may terminate this Agreement and discontinue its Service, at any time after Service is activated upon written or email notice to Company, subject to the payment of the fee for Service for the full billing cycle in which termination occurred. If Subscriber cancels Service prior to installation, the Subscriber may be charged for services rendered through the date of notification and any termination fee. In the event that any installation cost was not paid at time of installation, any remaining unpaid installation cost will become due and payable in full upon the termination of this Agreement, as determined solely by the Company. Subscriber shall terminate this Agreement for Service in accordance with its terms; failure to do so may delay or prevent Company from knowing that a termination was intended. Notice of cancellation or downgrade of service can be emailed to info@scouttv.tv, or mailed to Nelson Cable, PO Box 219, Nellysford, VA 22958. All Subscriber data remaining after the cancellation and final settlement will be destroyed for security and privacy reasons, unless required by law to keep the records for a certain period of time.

Termination or Suspension by Company: Company may immediately terminate Subscriber's Service and this Agreement if Subscriber or a user of Subscriber's service breaches this Agreement. Company reserves the right in its sole discretion to terminate Subscriber's Service and this Agreement at any time or to suspend (with or without notice) or terminate access to or use the Service in whole or in part. Company may terminate Service and this Agreement for the following actions: Impersonating any person or entity or forging anyone else's digital or manual signature; and/or harassing, threatening, or otherwise verbally abusing employees or its agents.

Post-Termination or Suspension Obligations: Notwithstanding any cancellation or termination of this Agreement or any part of Subscriber accounts, nor any suspension or termination of access to use of the Service, Subscriber will still remain responsible for all payments and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in conjunction with such cancellation, termination or suspension. Subscriber payments and other obligation under this Agreement are not suspended or affected by a suspension of access to or use the Service, in whole or in part, due to a violation (actual threatened, or alleged) of this Agreement or of any law or legal obligation by Subscriber or user of Subscriber's account.

Reactivation: If Service is suspended or terminated, including failure of Subscriber's bank to honor check(s), transfer funds, or for any other reason, in addition to payment of the past due amount(s), Company may require a deposit before reactivating Service. The amount of deposit will not exceed one year of monthly fees. If Subscriber fails to pay any amount on a subsequent bill, the unpaid amount will be deducted from the deposit. Deposits do not earn or accrue interest. If Service is suspended or terminated for any reason, including at Subscriber's request or because of Subscriber's failure to pay past due amounts, and Subscriber wants to reactivate the Service, Subscriber agrees to pay a reactivation fee in accordance with the then Company current rates. In addition, Subscriber must bring account up to date through the month of reactivation by making payment in full on any outstanding balance, fees, and other applicable charges.

Refunds & Disputes: All services rendered by the Company are non refundable. This includes, but is not limited to, MRC fees, equipment, fees, and installation fees. Subscribers seeking more information or to resolve billing error are instructed to visit Company's billing office located in the Valley Green Center, 2771-A Rockfish Valley Highway, Nellysford, VA 22958, from 9AM to 3PM, Monday through Friday. Company will make available to Subscriber a billing ledger of Subscriber's account showing charges, payments and credits. In the event a dispute remains unresolved Subscriber must follow up with a written explanation of the dispute within 45 days of the charge date. Company will not pay Subscriber interest on any overcharged amount later credited. Company may, but is not required to, accept partial payments from Subscriber. If partial payments are made, they will be applied to amounts, starting with the oldest outstanding amount. If Subscriber sends Company checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, Company can, but is not required to accept them, without losing the rights to collect all amounts owed under this agreement.

Non-Payment and Late Payment: Subscriber shall pay invoices when due. Subscriber may be charged a Late fee of \$5.00 per month, or the maximum rate permitted by applicable law. If Company does not receive payment before the next statement issued, Company has the right to suspend service or terminate this Agreement without notice. Termination of the Agreement is due to Subscriber default. Nonpayment may result in a Termination Fee owed by Subscriber if the Minimum Service Term has not been satisfied. If any amount due under this Agreement is collected by or through an attorney, Subscriber shall pay all of the Company's collection costs, including attorney's fees.

Restrictions on the Use of the Service: Company reserves the right to immediately suspend Subscriber's Service and Company may terminate this Agreement if Subscriber knowingly or otherwise engages in any prohibitive activity or use the Service in any way which is contrary to any Company policy. Subscriber does not own, nor have any rights, other than those expressly granted to Subscriber, in this Agreement.

Prohibition on Resale: Reselling this service or making the Service available to anyone beyond your premises, in whole or in part, directly or indirectly is prohibited, unless you are a Subscriber to the Scout IPTV App. The Service is intended for personal and/or commercial use in a manner that is consistent with the terms of this Agreement.

Assignment of Account: We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

Credit Inquiries and Reporting: Subscriber authorizes Company to make inquiries and to receive information about Subscriber's credit experience from others, including credit reporting agencies, enter this information to Subscriber's file, and disclose this information to appropriate third parties for reasonable business purposes. Subscriber understands and agrees that Company may report late payment(s) or nonpayment to credit reporting agencies.

Identity Use: Subscriber agrees to use the Company logo, Company information, and related services in accordance with approved marketing guidelines. Company agrees not to use Subscriber name, logos, or information without prior written consent of Subscriber.

Responsibility of Subscriber: Subscriber is responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, patron, employee, guest or anyone with access to Subscriber's Service. Therefore, Subscriber must take steps to ensure that others do not use its service to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of Subscriber's Service.

Applicable Law: Proper venue for legal remedies shall be Nelson County, Virginia. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with Virginia State Law of the Uniform Commercial Code, whichever may be applicable, excluding conflicts of law's provisions. Any cause of action brought by Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods. Subscriber agrees to abide by all local, state, and federal laws pursuant to services delivered.

Security: Subscriber agrees to take reasonable measures to protect the Security of its devices connected to the Service, including maintaining at its cost an up to date version of anti-virus and/or firewall software to protect device(s) from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or other similar component). Subscriber expressly agrees that if a device under its control becomes infected and causes issues with Company services, Company may immediately suspend Service until such time as device is sufficiently protected to prevent further prohibited activities. Subscriber will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases Subscriber is solely responsible for the security of any device connected to the Service, including any data stored or shared on that device.

Use and Control of Information: Company does not distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally-identifiable information) as well as aggregate information. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, Company may maintain and use internally such information and records. Information generated by or in connection with Company's administration of the Service shall be and remain our exclusive property. Company may also from time to time provide online, fax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonable and in good faith. Subscriber acknowledges that communications with Company, our representatives, and our contractors may be monitored or reviewed for quality control and other reasonable business purposes.

Warranties and Limitations of Liability: SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER COMPANY NOR ITS AGENTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED; NOR DOES COMPANY OR ITS AGENTS, EMPLOYEES, SUPPLIERS, OR CONTRACTORS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE OR SECURE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY COMPANY SHALL CREATE A WARRANTY; NOR SHALL SUBSCRIBER RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE COMPANY MAY PROVIDE SUBSCRIBER WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, COMPANY CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION SUBSCRIBER OBTAINS THROUGH THE SERVICE. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.

Applicability and Exceptions: The foregoing exclusions or limitations apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Company, or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply where such exclusions are prohibited.

Service Interruptions: Service Interruptions are to be expected when working on system, equipment failure, vandalism, accidents involving our cable, acts of God, power failure, or any other cause beyond Company's reasonable control. Subscriber rates are figured with an outage factor calculated in and no refund or credit will be allowed for these anticipated outages. In the event a channel is removed from service, we will make an effort to substitute similar programming. In the event of a Service interruption, Subscriber should call (434) 263-4805 to report any problem. Office hours are from 9AM to 4PM Monday through Friday. An After Hours Call Center is available for non-business hours. In the event no one is available, Subscriber should leave a message describing the problem, service address and contact phone number. Subscriber can also report the problem through the Scout IPTV App.

Third Party Beneficiaries: The provisions of this Agreement are for the benefit of the Subscriber, the Company and its respective contractors, including employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

Notices: Disclosures and other communications where notification by Company is related to this Agreement may be made by any reasonable means, including, but not limited to posting on Company's website, www.nelsoncable.com, or email. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subscriber must promptly notify Company of any change in its email or postal address in writing.

Construction and Delegation: Neither the course of conduct between parties nor trade practice shall act to modify the provisions of the Agreement. Company may authorize or allow its employees and contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and Company may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

Indemnity. Subscriber agrees to indemnify, defend and hold Company harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to any and all use of Subscriber's account. This includes, without limitation, responsibility for all consequences of Subscriber (or that of any user of Subscriber's account) violation of this or Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by Company in enforcing this Agreement by Subscriber.

Mutual Indemnification: Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

Agreement Modification: Upon notice published on our Company website, www.nelsoncable.com, Company may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. Company may, but is not required to notify Subscriber by any other means. If Subscriber does not agree to such changes or additions, then Subscriber must terminate this Agreement in accordance with the terms herein and stop using the Service prior to the effective date of such modification(s). Subscriber's continued use of the Service after the effective date of such modification constitutes the acceptance of such modification(s).

Service Modification: Company may discontinue, add to, or revise any or all aspects of the Service in Company's sole discretion and without notice, including ancillary and support services. If Company undertakes any of these changes, Company will post modifications on the Company website and Company may, but is not required to, notify Subscriber by e-mail. If Subscriber does not agree with such changes, the Subscriber must cancel its subscription and stop using the Service prior to the effective date of such changes. Subscriber's use of the Service after the effective date of such change(s) or additions constitutes Subscriber's acceptance of such changes.

Acceptance: Acceptance of the Service Agreement incorporating the Terms of Service (TOS), and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described and completion of the ordering process.

The terms of this Agreement are subject to amendment by the Company as procedures and 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.

Rev. 05.01.2023

Cable Modem and Fiber To The Premise (FTTP) Internet Service Agreement

This Cable Modem and Fiber To The Premise (FTTP) Internet Service Agreement (Agreement) shall constitute a binding contractual agreement between Nelson County Cablevision Corporation, Nelson Cable, Inc., dba Nelson Fiber ("Company"), and/or Cyberwind ("Company"), and the Individual or Business subscriber of services ("Subscriber").

The Service Agreement includes:

- Service Description
- Terms of Service (TOS)
- Acceptable Use Policy (AUP)
- Service Level Agreement (SLA)
- Miscellaneous

This Agreement describes the terms and conditions between the Subscriber and Company applicable to the internet Service being subscribed. Subscriber agrees that by subscribing to the Service, Subscriber will be bound by the terms and conditions stated herein. Please read this Agreement carefully since it contains right and obligations between the parties hereto, as well as important limitations on those rights.

Redress Options

If you would like to contact us with questions, complaints or to request additional information concerning our Internet Services, you may contact Customer Service by phone (434) 263-4805, by email at info@scouttv.tv, or write to us at PO Box 219, Nellysford, VA 22958.

Service Description

1. **General Service Description:** Company uses a fiber optic backbone for its main trunk line and a combination of fiber optic and coaxial cable to deliver Cable TV, Cable Modem High Speed Internet, FTTP Internet, and VoIP Telephone Services to individual residences and businesses. Cable Modem High Speed Internet speeds range from 1 Mbps to 1,000 Mbps. FTTP Internet speeds range from 100 Mbps to 2,000 Mbps.
2. **Performance:** Actual access speeds and time delays (latency) are impacted by the length, capacity and congestion of middle mile transport facilities between the Company's service area and internet nodes, as well as characteristics of Company's network. The Company must purchase middle mile capacity from other entities and does not have information concerning their congestion management practices. There are many publicly available services to check the speed of Subscriber's internet connection. Subscriber should note that speeds may vary from one location to another, the Subscriber's home network configuration, modem, internet-connected devices, time of day, and don't necessarily reflect the performance of the network only. VoIP Telephone service is provided with separate service capacity and delivered over separate service to accommodate technical requirements of VoIP. Due to VoIP's low bandwidth requirements, it doesn't have a significant impact on performance.
3. **Device Attachment:** Company provides a hard wired modem or ONT to the Subscriber. Subscriber is not required to use Company provided equipment, as long as it is lawful, and does not harm Company's network. Company does not guarantee service with a modem or ONT not provided by Company. Company recommends DOCSIS 3.0 certified modems for cable modem service and requires a Calix ONT for FTTP. Company does not provide a wireless router to the Subscriber unless it is in conjunction with VoIP telephone service.

Terms of Service (TOS)

1. **Pricing:** Pricing is available on our website, www.nelsoncable.com, on Subscriber's bill, or by contacting our Customer Service Department at (434) 263-4805. Prices and Service Levels are subject to change.
2. **Term:** There is no minimum Term of Service unless otherwise specified. **Billing and Charges:** Subscriber agrees to pay all charges, including taxes and fees, incurred by users of the Service at the rates in effect at the start of the billing period in which charges are incurred. Subscriber will be mailed a monthly statement for making payments by mail or at Company office in person. Statements are printed on or about the 20th of each month. Payments are due in advance by the first of the month. Company reserves the right to correct and charge under-billed amounts after a statement has been issued. Overpayment by Subscriber will be used toward future charges.

3. Monthly Service Fees: Fees for the Service(s) ordered by the Subscriber shall begin on the activation date and Monthly Recurring Charges (MRC) shall be pro-rated to the first day of the following month. The date of service activation will serve as the anniversary date for any term commitment.
4. Upgrade Fees: Upgrades ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.
5. Additional Service Fees: Additional services ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.
6. One-Time Charge Fees (OTC): OTC fees, such as, but not limited to, prorated Service, setup, connection, reconnection, Name Change, administrative and late fees are due and payable at the time they are incurred.
7. Service Credits: Service credits will be issued to Subscriber account and shall be used to offset future billable service. Service credits shall not be issued as cash back to the Subscriber nor are service credits transferrable to other account holders.
8. Age, Account Set-Up, and Data: Subscriber represents that the Service will be installed solely in Subscriber's residence or business. Subscriber represents that they are at least 18 years of age and able to enter into a contract. Subscriber agrees that they are responsible for verifying and maintaining the passwords and other identification information. Subscriber assumes ultimate responsibility and ownership for data integrity, retention, security, and backup.
9. Installation: Subscriber represents that there are no legal, contractual or similar restrictions on the installation of the equipment, drop, or interior wiring for the Internet Service. Timeframes for installation are not guaranteed and may vary depending on the type of installation required and other factors. Subscriber acknowledges and agrees that Company or its contractor will be required to access Subscriber's premises to install and maintain the Service. For FTTP, to maintain ONT and fiber drop. By signing this agreement, scheduling the service or installation visit, and permitting Company or its contractor to enter property, Subscriber is authorizing Company and/or Company's contractor to perform the above actions. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AS DETERMINED BY COMPANY, COMPANY OR COMPANY'S CONTRACTOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLING, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PROPERTY, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER OR OTHER DEVICES CONNECTED TO SERVICE. Subscriber is responsible for backing up data of their computer prior to permitting access to Company or Company's representative.
10. Termination by Subscriber and Downgrades: Subscriber may terminate this Agreement and discontinue its Service, at any time after Service is activated upon thirty (30) days written or email notice to Company, subject to the payment of the fee for Service for the full billing cycle in which termination occurred. If Subscriber cancels Service prior to installation, the Subscriber may be charged for services rendered through the date of notification and any termination fee. In the event that any installation cost was not paid at time of installation, any remaining unpaid installation cost will become due and payable in full upon the termination of this Agreement, as determined solely by the Company. Subscriber shall terminate this Agreement for Service in accordance with its terms; failure to do so may delay or prevent Company from knowing that a termination was intended. Company requires a thirty (30) day written notice for downgrades of Services. Failure to supply the required thirty (30) days written notice may result in a full billable monthly cycle prior to downgrade. Notice of cancellation or downgrade of service can be emailed to info@scouttv.tv, or mailed to Nelson Cable, PO Box 219, Nellysford, VA 22958. All Subscriber data remaining after the cancellation and final settlement will be destroyed for security and privacy reasons, unless required by law to keep the records for a certain period of time.
11. Termination or Suspension by Company: Company may immediately terminate Subscriber's Service and this Agreement if Subscriber or a user of Subscriber's service breaches this Agreement. Company reserves the right in its sole discretion to terminate Subscriber's Service and this Agreement at any time or to suspend (with or without notice) or terminate access to or use the Service in whole or in part. Company may terminate Service and this Agreement for the following actions: Impersonating any person or entity or forging anyone else's digital or manual signature; and/or harassing, threatening, or otherwise verbally abusing employees or its agents.
12. Post-Termination or Suspension Obligations: Notwithstanding any cancellation or termination of this Agreement or any part of Subscriber accounts, nor any suspension or termination of access to use of the Service, Subscriber will still remain responsible for all payments and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in conjunction with such cancellation, termination or suspension. Subscriber payments and other obligation under this Agreement are not suspended or affected by a suspension of access to or use the Service, in whole or in part, due to a violation (actual threatened, or alleged) of this Agreement or of any law or legal obligation by Subscriber or user of Subscriber's account.
13. Reactivation: If Service is suspended or terminated, including failure of Subscriber's bank to honor check(s), transfer funds, or for any other reason, in addition to payment of the past due amount(s), Company may require a deposit before reactivating Service. The amount of deposit will not exceed one year of monthly fees. If Subscriber fails to pay any amount on a subsequent bill, the unpaid amount will be deducted from the deposit. Deposits do not earn or accrue interest. If Service is suspended or terminated for any reason, including at Subscriber's request or because of Subscriber's failure to pay past due amounts, and Subscriber wants to reactivate the Service, Subscriber agrees to pay a reactivation fee in accordance with the then Company current rates. In addition, Subscriber must bring account up to date through the month of reactivation by making payment in full on any outstanding balance, fees, and other applicable charges.
14. Refunds & Disputes: All services rendered by the Company are non refundable. This includes, but is not limited to, MRC fees, equipment, fees, and installation fees. Subscribers seeking more information or to resolve billing error instructed to visit Company's billing office located in the Valley Green Center, 2771-A Rockfish Valley Highway, Nellysford, VA 22958, from 9AM to 3PM, Monday through Friday. Company will make available to Subscriber a billing ledger of Subscriber's account showing charges, payments and credits. In the event a dispute remains unresolved Subscriber must follow up with a written explanation of the dispute within 45 days of the charge date. Company will not pay Subscriber interest on any overcharged amount later credited. Company may, but is not required to, accept partial payments from Subscriber. If partial payments are made, they will be applied to amounts, starting with the oldest outstanding amount. If Subscriber sends Company checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, Company can, but is not required to accept them, without losing the rights to collect all amounts owed under this agreement.
15. Non-Payment and Late Payment: Subscriber shall pay invoices when due. Subscriber may be charged a Late fee of \$5.00, or the maximum rate permitted by applicable law. If Company does not receive payment before the next statement issued, Company has the right to suspend service or terminate this Agreement without notice. Termination of the Agreement is due to Subscriber default. Nonpayment may result in a Termination Fee

owed by Subscriber if the Minimum Service Term has not been satisfied. If any amount due under this Agreement is collected by or through an attorney, Subscriber shall pay all of the Company's collection costs, including attorney's fees.

16. Restrictions on the Use of the Service: Company reserves the right to immediately suspend Subscriber's Service and Company may terminate this Agreement if Subscriber knowingly or otherwise engages in any prohibitive activity or use the Service in any way which is contrary to any Company policy. Subscriber agrees to comply with Company's Acceptable Use Policy (AUP) and Fair Access Policy (FAP) which are incorporated into this and made part of this Agreement. Subscriber does not own, nor have any rights, other than those expressly granted to Subscriber, to a particular IP address, even though Subscriber may have ordered and is using a static IP address provided by the Company.

17. Prohibition on Resale: Reselling this service or making the Service available to anyone beyond your premises (other than business Wi-Fi, or any other method, for patrons and guest; and domestic Wi-Fi, or any other method, for personal use), in whole or in part, directly or indirectly is prohibited. The Service is intended for personal commercial use in a manner that is consistent with the terms of this Agreement. The AUP, or terms of any other applicable policy or plan and Subscriber agrees not to use this Service for operation as an Internet Service Provider or for any prohibited business enterprise or purpose.

18. Assignment of Account: We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

19. Credit Inquiries and Reporting: Subscriber authorizes Company to make inquiries and to receive information about Subscriber's credit experience from others, including credit reporting agencies, enter this information to Subscriber's file, and disclose this information to appropriate third parties for reasonable business purposes. Subscriber understands and agrees that Company may report late payment(s) or nonpayment to credit reporting agencies.

20. Identity Use: Subscriber agrees to use the Company logo, Company information, and related services in accordance with approved marketing guidelines. Company agrees not to use Subscriber name, logos, or information without prior written consent of Subscriber.

21. Responsibility of Subscriber: Subscriber is responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, patron, employee, guest or anyone with access to Subscriber's Service. Therefore, Subscriber must take steps to ensure that others do not use its service to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of Subscriber's Service login and password(s).

22. Applicable Law: Proper venue for legal remedies shall be Nelson County, Virginia. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with Virginia State Law of the Uniform Commercial Code, whichever may be applicable, excluding conflicts of law's provisions. Any cause of action brought by Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods. Subscriber agrees to abide by all local, state, and federal laws pursuant to services delivered.

23. Security: Subscriber agrees to take reasonable measures to protect the Security of its computer(s) and other devices connected to the Service, including maintaining at its cost an up to date version of anti-virus and/or firewall software to protect computer(s) and other device(s) from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or other similar component). Subscriber expressly agrees that if a computer or other device under its control becomes infected and causes any of the prohibited activities listed in the AUP, Company may immediately suspend Service until such time as computer and/or other devices is sufficiently protected to prevent further prohibited activities. Subscriber will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases Subscriber is solely responsible for the security of any device connected to the Service, including any data stored or shared on that device.

24. Use and Control of Information: Company does not distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally identifiable information) as well as aggregate information. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, Company may maintain and use internally such information and records. Information generated by or in connection with Company's administration of the Service shall be and remain our exclusive property. Company may also from time to time provide online, fax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonable and in good faith. Subscriber acknowledges that communications with Company, our representatives, and our contractors may be monitored or reviewed for quality control and other reasonable business purposes.

25. Warranties and Limitations of Liability: SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER COMPANY NOR ITS AGENTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED; NOR DOES COMPANY OR ITS AGENTS, EMPLOYEES, SUPPLIERS, OR CONTRACTORS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE OR SECURE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY COMPANY SHALL CREATE A WARRANTY; NOR SHALL SUBSCRIBER RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE COMPANY PROVIDES SUBSCRIBERS WITH SUBSCRIBERS ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, COMPANY CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION SUBSCRIBER OBTAINS THROUGH THE SERVICE. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.

26. Applicability and Exceptions: The foregoing exclusions or limitations apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Company, or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply where such exclusions are prohibited.

27. Service Interruptions: Service may be interrupted from time to time for a variety of reasons. In the event of a Service interruption, Subscriber should call (434) 263-4805 to report any problem. Office hours are from 9AM to 4PM Monday through Friday. An After Hours Call Center is available for non-business hours. In the event no one is available, Subscriber should leave a message describing the problem, service address and contact phone number. Company is not responsible for any interruptions of Service that occur due to acts of God, power failure, or any other cause beyond Company's reasonable control. However, because Company values our subscribers, for an interruption of a significant length of time that is within Company's reasonable control, upon your written request Company may provide what Company reasonably determines to be a fair and equitable adjustment to Subscriber's account to make up for the Service interruption. THIS WILL BE SUBSCRIBER'S SOLE REMEDY AND COMPANY'S SOLE DUTY IN SUCH CASES. Subscriber acknowledges and agrees that the Service is not intended to be, and should not be used as, Subscriber's primary or "life-line" telecommunications service.

28. Third Party Beneficiaries: The provisions of this Agreement are for the benefit of the Subscriber, the Company and its respective contractors, including employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

29. Notices: Disclosures and other communications where notification by Company is related to this Agreement may be made by any reasonable means, including, but not limited to posting on Company's website, www.nelsoncable.com, or email. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subscriber must promptly notify Company of any change in its email or postal address in writing.

30. Construction and Delegation: Neither the course of conduct between parties nor trade practice shall act to modify the provisions of the Agreement. Company may authorize or allow its employees and contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and Company may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

31. Indemnity. Subscriber agrees to indemnify, defend and hold Company harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to any and all use of Subscriber's account. This includes, without limitation, responsibility for all consequences of Subscriber (or that of any user of Subscriber's account) violation of this or Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by Company in enforcing this Agreement by Subscriber.

32. Mutual Indemnification: Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

33. Limitation of Liability: Except as described in the SLA, The Company shall not be liable to Subscriber for harm caused by or related to Subscriber's services or inability to utilize the services unless caused by gross negligence or willful misconduct. Neither party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not known or should have been known. Notwithstanding anything else in this agreement, the maximum aggregate liability of the Company, and any of its employees, agents or affiliates, under any theory of law shall not exceed a payment of money not to exceed the amount paid by the Subscriber for MRC Services for the six months prior to the occurrence of the event(s) giving rise to the claim.

34. Agreement Modification: Upon notice published on our Company website, www.nelsoncable.com, Company may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. Company may, but is not required to notify Subscriber by any other means. If Subscriber does not agree to such changes or additions, then Subscriber must terminate this Agreement in accordance with the terms herein and stop using the Service prior to the effective date of such modification(s). Subscriber's continued use of the Service after the effective date of such modification constitutes the acceptance of such modification(s).

35. Service Modification: Company may discontinue, add to, or revise any or all aspects of the Service in Company's sole discretion and without notice, including ancillary and support services. If Company undertakes any of these changes, Company will post modifications on the Company website and Company may, but is not required to, notify Subscriber by e-mail. If Subscriber does not agree with such changes, the Subscriber must cancel its subscription and stop using the Service prior to the effective date of such changes. Subscriber's use of the Service after the effective date of such change(s) or additions constitutes Subscriber's acceptance of such changes. In addition, (a) Company may take any action consistent with its Acceptable Use and Fair Access Policies (b) make available to third parties information relating to Company or its subscribers, subject to our Subscriber Privacy Policy, (c) withdraw, change, suspend, or discontinue any functionality of the Service and (d) limit access to the Service to prevent abusive consumption and ensure fair access for all classes of subscribers.

36. Acceptance: Acceptance of the Service Agreement incorporating the Terms of Service (TOS), Acceptable Use Policy (AUP), Service Level Agreement (SLA), and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described and completion of the ordering process. Acceptable Use Policy (AUP) General Statement: The Company is dedicated to the unrestricted free transmission of information via the internet resources. Our goal is to deliver enterprise quality on-demand Internet Services to all of our Subscribers while serving as the medium of exchange for transmission of all information. Notwithstanding anything found herein, the Company follows all local, state and federal laws pursuant to the services delivered over the Internet and directly related to our network and internal systems. The purpose of the Acceptable Use Policy (AUP) is to inform all Subscribers of anticipated Subscriber use. Due to the myriad of possibilities in maintaining a network comprised of many services, this document is intended to act as a guideline to service and not to be all encompassing. Subscriber agrees that they are responsible for all access to and the use of the Service and password(s) and for all fees incurred for Service, or for merchandise purchased through the Service, or any other expense incurred with the terms of this Agreement. Subscriber acknowledges that Subscriber is aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). Subscriber agrees to supervise usage of the Service by minors who use the Service. Subscriber ratifies and confirms any obligations of a minor using the Service and incurs and assumes and promises any permissions such minor makes or gives. We reserve the right to immediately modify or disconnect your access to the Company's Network or Service if we determine, in our sole and absolute discretion, that your use of the Network or

any Service is, or at any time, inconsistent with normal usage patterns. In addition, you will be required to pay for a higher level of service for all periods in which your use of the Service was inconsistent with the normal use of the subscribed Service.

Direct Violation of Acceptable Use Policy (AUP):

The following list represents per se direct violations of AUP and will be subject to immediate redress under the methods of resolution as described herein.

1. **Illegal Use:** Any use of dedicated services in direct attempt of statutory illegal activities. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing scheme, "ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.
2. **Copyright Infringement:** Direct copyright infringement as defined and noted under Title 17, Section 512 of the United States Code are a direct violation.
3. **Unsolicited Email:** The sending or receiving of mass unsolicited email (SPAM) is a direct violation. This includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services.
4. **Email bombing:** The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or over flow email services.
5. **Proxy Email (SPAM):** The use of dedicated services to proxy email to unsolicited users. Proxy email is defined as the use of dedicated services to act in concert with other services located inside and outside the network to achieve mass unsolicited email (SPAM) to unrelated third parties.
6. **Child Pornography:** The Company has a zero stance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is a direct violation.
7. **Threats & Harassment:** The Company's network can be utilized for any type of individual, organizational, or business use. This does not include threats or harassment to individuals, organizations, or businesses, unless it falls within the bounds of protected free speech under the First Amendment. The Company seeks to serve only as the medium of exchange for information and refrains from decisions on freedom of speech.
8. **Fraudulent Activities:** The Company prohibits utilizing dedicated or network services for fraudulent activities. Notification of fraudulent activities by verified third parties can result in violation.
9. **Denial of Service:** The Company absolutely prohibits the use of dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks. Any relation to DOS or DDOS type activity is a direct violation.
10. **Terrorist Websites:** The Company prohibits the use of dedicated services for the hosting of terrorist related websites. This includes sites advocating human violence and hate crimes based upon religion, ethnicity, or country of origin.
11. **Distribution of Malware:** The Company prohibits the storage, distribution, fabrication or use of malware including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity. Programs used in the normal ordinary course of business are deemed acceptable. Example: Security Company hosting that analyzes the latest root kit for new security analysis software.
12. **Phishing:** The Company strictly prohibits any activity associated with Phishing or systems designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.
13. **HYIP or Ponzi Schemes:** High Yield Investment Plans (HYIP) or Ponzi Schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking, and/or advertising via email or websites or schemes designed to defraud.
14. **Reporting Violation of the Acceptable Use Policy:** The Company accepts reports of alleged violations of the AUP via email sent to info@scouttv.tv. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. The Company owes no duty to third parties reporting alleged violations due to lack of privacy in contract law. The Company will review all verified third party reports and will take appropriate actions as described herein.
15. **Methods of Resolution for Violations under the Acceptable Use Policy:** The ultimate goal of the Company is to balance the rights and interest of Subscribers in the highly evolving internet world. The Company understands the challenges of hosting companies, resellers, businesses, organizations and other subscribers who may have third party violations occur due to the nature of their business. The goal of Company's methods of resolution is to mitigate any service interruptions while resolving any potential violations under the policy. Company's staff is dedicated to working with Subscriber in resolving potential violations and is available via phone or email. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, the Company is dedicated to working with the Subscriber in resolving all potential violations prior to any service interruptions.
16. **Disclaimer:** The Company retains the right, at its sole discretion, to refuse new service to any individual, group, or business. The Company also retains the right to discontinue service with notice for repeated violation of the AUP over time.

Service Level Agreement (SLA) General Statement:

Company is dedicated to providing its Subscribers with the level of Internet Service to which they have subscribed at all times. Service Level Adjustments will be made as defined in the TOS.

1. **SLA Credit Claim:** To properly claim an SLA credit due, an authorized representative of the Subscriber must open an SLA request within seven days of the purported outage. Subscriber must include service type, IP address, contact information, and full description of the service interruption including logs if possible. The appropriate department manager will research the SLA claim and any credit issued will be issued to accounting. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other Subscribers. Please allow up to fourteen (14) days for the process of SLA claims.
2. **SLA Claim Fault:** Subscribers currently in arrears for monthly services do not qualify for SLA claims. Subscribers making false or repetitive claims will incur a one time charge of \$50 per incident for such claims. False or repetitive claims are also a violation of the Terms of Service and may be subject to service suspension. Subscribers participating in malicious or aggressive Internet activities thereby causing attacks or counterattacks do not qualify for SLA claims and shall be in violation of the AUP.

Miscellaneous

1. **Miscellaneous:** If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken

from this Agreement as if had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Company may enforce or decline to enforce any or all of the terms of this Agreement in its sole discretion. In no event shall Company be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Abbreviations and Acronyms used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

2. Successors and Assigns: This Agreement shall be binding on and endure to the benefit of the successors and assigns of the respective parties.

3. Title, Headings and References: Titles and Headings to paragraphs and subparagraphs herein are inserted for convenience or reference only, and are not intended to be part of or affect the meaning or interpretation of this Agreement. All paragraphs and subparagraph references to this Agreement are to the paragraph and subparagraphs of this Agreement unless stated to the contrary.

4. Transparency Policy: The Company does not engage in blocking, throttling, affiliated prioritization, or paid prioritization.

5. Entire Agreement: This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between Subscriber and Company, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

Revised 05.01.2024

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 Company.

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.

Billing

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

1. Pricing: Pricing is available on our website, www.nelsoncable.com, on Subscriber's bill, or by contacting our Customer Service Department at (434) 263-4805. Prices and Service Levels are subject to change.
2. Term: There is no minimum Term of Service unless otherwise specified.
3. Billing and Charges: Subscriber agrees to pay all charges, including taxes and fees, incurred by users of the Service at the rates in effect at the start of the billing period in which charges are incurred. Subscriber will be mailed a statement for making payments by mail or at Company office in person. Statements are generated on or about the 20th of each month. Payments are due in advance by the first of the month. Company reserves the right to correct and charge under-billed amounts after a statement has been issued. Overpayment by Subscriber will be used toward future charges.
4. Payment Options: Company accepts payment by mail, by phone, or on Company website, www.nelsoncable.com. Company accepts money order, check, credit card, and debit card. A \$5.00 Phone Pay Fee may apply. All payments are to be in US currency. Company does not accept Echecks. To ensure processing, Subscriber needs to provide coupon with payment, or, if Subscriber uses a bill pay service the account number needs to be included with the payment. Company offers an autopayment option where payments can be withdrawn from Subscriber bank account, credit, or debit card. Subscriber needs to contact Company billing office and complete enrollment form prior to being enrolled in autopayment option.
5. Monthly Service Fees: Fees for the Service(s) ordered by the Subscriber shall begin on the activation dated and Monthly Recurring Charges (MRC) shall be pro-rated to the first day of the following month. The date of service activation will serve as the anniversary date for any term commitment. Subscriber is responsible for all monthly service fees, taxes, and other charges, such as Directory Assistance, etc.
6. Upgrade Fees: Upgrades ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.
7. Additional Service Fees: Additional services ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.
8. One-Time Charge Fees (OTC): OTC fees, such as, but not limited to, prorated Service, setup, connection, reconnection, Name Change, administrative and late fees are due and payable at the time they are incurred.
9. Service Credits: Service credits will be issued to Subscriber account and shall be used to offset future billable service. Service credits shall not be issued as cash back to the Subscriber nor are service credits transferrable to other account holders.
10. Age, Account Set-Up, and Data: Subscriber represents that the Service will be installed solely in Subscriber's residence or business. Subscriber represents that they are at least 18 years of age and able to enter into a contract. Subscriber agrees that they are responsible for verifying and maintaining the passwords and other identification information.
11. Installation: Subscriber represents that there are no legal, contractual or similar restrictions on the installation of the equipment, drop, or interior wiring for the Service. Timeframes for installation are not guaranteed and may vary depending on the type of installation required and other factors. Subscriber acknowledges and agrees that Company or its contractor will be required to access Subscriber's premises to install and maintain the Service. By signing this agreement, scheduling the service or installation visit, and permitting Company or its contractor to enter property, Subscriber is authorizing Company and/or Company's contractor to perform the above actions. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AS DETERMINED BY COMPANY, COMPANY OR COMPANY'S CONTRACTOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLING, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PROPERTY, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR DEVICES CONNECTED TO SERVICE.
12. Company Owned Equipment: VoIP Equipment provided to subscriber shall remain the property of Company. Subscriber agrees to pay for repair and assumes risk of loss, theft, or damage prior to return by the subscriber and stipulates the minimum value of any such property to be \$200.00.
13. Termination by Subscriber and Downgrades: Subscriber may terminate this Agreement and discontinue its Service, at any time after Service is activated upon written or email notice to Company, subject to the payment of the fee for Service for the full billing cycle in which termination occurred. If Subscriber cancels Service prior to installation, the Subscriber may be charged for services rendered through the date of notification and any termination fee. In the event that any installation cost was not paid at time of installation, any remaining unpaid installation cost will become due and payable in full upon the termination of this Agreement, as determined solely by the Company. Subscriber shall terminate this Agreement for Service in accordance with its terms; failure to do so may delay or prevent Company from knowing that a termination was intended. Notice of cancellation or downgrade of service can be emailed to info@cyberwind.net, or mailed to Nelson Cable, PO Box 219, Nellysford, VA 22958. All Subscriber data remaining after the cancellation and final settlement will be destroyed for security and privacy reasons, unless required by law to keep the records for a certain period of time.
14. Termination or Suspension by Company: Company may immediately terminate Subscriber's Service and this Agreement if Subscriber or a user of Subscriber's service breaches this Agreement. Company reserves the right in its sole discretion to terminate Subscriber's Service and this Agreement at any time or to suspend (with or without notice) or terminate access to or use the Service in whole or in part. Company may terminate Service and this Agreement for the following actions: Impersonating any person or entity or forging anyone else's digital or manual signature; and/or harassing, threatening, or otherwise verbally abusing employees or its agents.
15. Post-Termination or Suspension Obligations: Notwithstanding any cancellation or termination of this Agreement or any part of Subscriber accounts, nor any suspension or termination of access to use of the Service, Subscriber will still remain responsible for all payments and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in conjunction with such cancellation, termination or suspension. Subscriber payments and other obligation under this Agreement are not suspended or affected by a suspension of

access to or use the Service, in whole or in part, due to a violation (actual threatened, or alleged) of this Agreement or of any law or legal obligation by Subscriber or user of Subscriber's account.

16. Post-Termination or Suspension Obligations: Notwithstanding any cancellation or termination of this Agreement or any part of Subscriber accounts, nor any suspension or termination of access to use of the Service, Subscriber will still remain responsible for all payments and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in conjunction with such cancellation, termination or suspension. Subscriber payments and other obligation under this Agreement are not suspended or affected by a suspension of access to or use the Service, in whole or in part, due to a violation (actual threatened, or alleged) of this Agreement or of any law or legal obligation by Subscriber or user of Subscriber's account.

17. Reactivation: If Service is suspended or terminated, including failure of Subscriber's bank to honor check(s), transfer funds, or for any other reason, in addition to payment of the past due amount(s), Company may require a deposit before reactivating Service. The amount of deposit will not exceed one year of monthly fees. If Subscriber fails to pay any amount on a subsequent bill, the unpaid amount will be deducted from the deposit. Deposits do not earn or accrue interest. If Service is suspended or terminated for any reason, including at Subscriber's request or because of Subscriber's failure to pay past due amounts, and Subscriber wants to reactivate the Service, Subscriber agrees to pay a reactivation fee in accordance with the then Company current rates. In addition, Subscriber must bring account up to date through the month of reactivation by making payment in full on any outstanding balance, fees, and other applicable charges.

18. Refunds & Disputes: All services rendered by the Company are non refundable. This includes, but is not limited to, MRC fees, equipment, fees, and installation fees. Subscribers seeking more information or to resolve billing error are instructed to visit Company's billing office located in the Valley Green Center, 2771-A Rockfish Valley Highway, Nellysford, VA 22958, from 9AM to 3PM, Monday through Friday. Company will make available to Subscriber a billing ledger of Subscriber's account showing charges, payments and credits. In the event a dispute remains unresolved Subscriber must follow up with a written explanation of the dispute within 45 days of the charge date. Company will not pay Subscriber interest on any overcharged amount later credited. Company may, but is not required to, accept partial payments from Subscriber. If partial payments are made, they will be applied to amounts, starting with the oldest outstanding amount. If Subscriber sends Company checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, Company can, but is not required to accept them, without losing the rights to collect all amounts owed under this agreement.

19. Non-Payment and Late Payment: Subscriber shall pay invoices when due. Subscriber may be charged a Late fee of \$5.00 per month, or the maximum rate permitted by applicable law. If Company does not receive payment before the next statement issued, Company has the right to suspend service or terminate this Agreement without notice. Termination of the Agreement is due to Subscriber default. Nonpayment may result in a Termination Fee owed by Subscriber if the Minimum Service Term has not been satisfied. If any amount due under this Agreement is collected by or through an attorney, Subscriber shall pay all of the Company's collection costs, including attorney's fees.

20. Restrictions on the Use of the Service: Company reserves the right to immediately suspend Subscriber's Service and Company may terminate this Agreement if Subscriber knowingly or otherwise engages in any prohibitive activity or use the Service in any way which is contrary to any Company policy. Subscriber does not own, nor have any rights, other than those expressly granted to Subscriber, in this Agreement.

21. Prohibition on Resale: Reselling this service or making the Service available to anyone beyond your premises, in whole or in part, directly or indirectly is prohibited. The Service is intended for personal and/or commercial use in a manner that is consistent with the terms of this Agreement.

22. Assignment of Account: We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

23. Credit Inquiries and Reporting: Subscriber authorizes Company to make inquiries and to receive information about Subscriber's credit experience from others, including credit reporting agencies, enter this information to Subscriber's file, and disclose this information to appropriate third parties for reasonable business purposes. Subscriber understands and agrees that Company may report late payment(s) or nonpayment to credit reporting agencies.

24. Identity Use: Subscriber agrees to use the Company logo, Company information, and related services in accordance with approved marketing guidelines. Company agrees not to use Subscriber name, logos, or information without prior written consent of Subscriber.

25. Responsibility of Subscriber: Subscriber is responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, patron, employee, guest or anyone with access to Subscriber's Service. Therefore, Subscriber must take steps to ensure that others do not use its service to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of Subscriber's Service.

26. Applicable Law: Proper venue for legal remedies shall be Nelson County, Virginia. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with Virginia State Law of the Uniform Commercial Code, whichever may be applicable, excluding conflicts of law's provisions. Any cause of action brought by Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods. Subscriber agrees to abide by all local, state, and federal laws pursuant to services delivered.

27. Security: Subscriber agrees to take reasonable measures to protect the Security of its devices connected to the Service, including maintaining at its cost an up to date version of anti-virus and/or firewall software to protect device(s) from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or other similar component). Subscriber expressly agrees that if a device under its control becomes infected and causes issues with Company services, Company may immediately suspend Service until such time as device is sufficiently protected to prevent further prohibited activities. Subscriber will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases Subscriber is solely responsible for the security of any device connected to the Service, including any data stored or shared on that device.

28. Use and Control of Information: Company does not distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally-identifiable information) as well as aggregate information. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or

prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, Company may maintain and use internally such information and records. Information generated by or in connection with Company's

administration of the Service shall be and remain our exclusive property. Company may also from time to time provide online, fax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonable and in good faith. Subscriber acknowledges that communications with Company, our representatives, and our contractors may be monitored or reviewed for quality control and other reasonable business purposes.

29. Warranties and Limitations of Liability: SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER COMPANY NOR ITS AGENTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED; NOR DOES COMPANY OR ITS AGENTS, EMPLOYEES, SUPPLIERS, OR CONTRACTORS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE OR SECURE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY COMPANY SHALL CREATE A WARRANTY; NOR SHALL SUBSCRIBER RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE COMPANY MAY PROVIDE SUBSCRIBER WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, COMPANY CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION SUBSCRIBER OBTAINS THROUGH THE SERVICE. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.

30. Applicability and Exceptions: The foregoing exclusions or limitations apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Company, or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply where such exclusions are prohibited.

31. Service Interruptions: Service Interruptions are to be expected when working on system, equipment failure, vandalism, accidents involving our cable, acts of God, power failure, or any other cause beyond Company's reasonable control. Subscriber rates are figured with an outage factor calculated in and no refund or credit will be allowed for these anticipated outages. In the event of a Service interruption, Subscriber should call (434) 263-4805 to report any problem. Office hours are from 9AM to 4PM Monday through Friday. An After Hours Call Center is available for non-business hours. In the event no one is available, Subscriber should leave a message describing the problem, service address and contact phone number.

32. Third Party Beneficiaries: The provisions of this Agreement are for the benefit of the Subscriber, the Company and its respective contractors, including employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

33. Notices: Disclosures and other communications where notification by Company is related to this Agreement may be made by any reasonable means, including, but not limited to posting on Company's website, www.nelsoncable.com, or email. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subscriber must promptly notify Company of any change in its email or postal address in writing.

34. Construction and Delegation: Neither the course of conduct between parties nor trade practice shall act to modify the provisions of the Agreement. Company may authorize or allow its employees and contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and Company may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

35. Indemnity. Subscriber agrees to indemnify, defend and hold Company harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to any and all use of Subscriber's account. This includes, without limitation, responsibility for all consequences of Subscriber (or that of any user of Subscriber's account) violation of this or Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by Company in enforcing this Agreement by Subscriber.

36. Mutual Indemnification: Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

37. Agreement Modification: Upon notice published on our Company website, www.nelsoncable.com, Company may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. Company may, but is not required to notify Subscriber by any other means. If Subscriber does not agree to such changes or additions, then Subscriber must terminate this Agreement in accordance with the terms herein and stop using the Service prior to the effective date of such modification(s). Subscriber's continued use of the Service after the effective date of such modification constitutes the acceptance of such modification(s).

38. Service Modification: Company may discontinue, add to, or revise any or all aspects of the Service in Company's sole discretion and without notice, including ancillary and support services. If Company undertakes any of these changes, Company will post modifications on the Company website and Company may, but is not required to, notify Subscriber by e-mail. If Subscriber does not agree with such changes, the Subscriber must cancel its subscription and stop using the Service prior to the effective date of such changes. Subscriber's use of the Service after the effective date of such change(s) or additions constitutes Subscriber's acceptance of such changes.

39. Acceptance: Acceptance of the Service Agreement incorporating the Terms of Service (TOS), and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described and completion of the ordering process.

The terms of this Agreement are subject to amendment by the Company as procedures and 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.

Rev. 05.01.2024

Nelson Cable Contact Information:

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

Physical Location: 2771A Rockfish Valley Hwy Nellysford Va 22958

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

24 Hour Technical Support: 1-833-431-6692

E-Mail: info@scouttv.tv

Website: www.nelsoncable.com