

## **TELEPHONE SERVICE AGREEMENT**

This Service Agreement ("Agreement") is entered by you (the "Customer," "user," "you," or "your") and Glenwood Telephone Company ("GTC" or the "Company"). This Agreement provides the terms and conditions for GTC's delivery of the telephone services that you have applied for and have agreed to receive from (the "Service" or "Services").

By submitting an Application for Services ("Application") and activating Service, you acknowledge and affirm that you have read and agree to the terms of this Agreement. Services provided under this Agreement are subject to Federal Communications Commission ("FCC") regulation and may be provided under the tariff of the National Exchange Carrier Association ("NECA") or under a tariff filed with the Georgia Public Service Commission ("PSC"). Those tariffs and regulations may change from time to time, and to the extent such tariffs and regulations are applicable, such tariffs and regulations shall supersede the terms listed herein.

### **1. INTRODUCTION**

By applying for and accepting Services, the Customer consents to and accepts all terms and conditions in the Application, this Agreement, all terms and conditions in the Equipment Agreement (if applicable), the Acceptable Use Policy, and all other use policies (collectively, the "Terms of Service" or "TOS"). "Customers" include any person or entity using the Services. This Agreement may be modified at any time and any modification becomes effective immediately by notice posted on GTC's home page (<http://www.gtconline.com>), as applicable, or by electronic mail, by conventional mail, or via the GTC's authorized social media outlets, including Facebook and Twitter. You may terminate Services as allowed in Section 4 if you cannot or will not accept any of the revised conditions. Your continued use of Services following the posting of any revisions to the TOS constitutes your acceptance of those revisions.

### **2. LEGAL AUTHORITY**

The person applying for Services (either as an individual or on behalf of a legal entity) will be designated as the Primary Customer Account Holder. Only the Primary Customer Account Holder has authority to take action regarding or make changes to the Customer account. The person applying for Services represents and warrants that all information included in the Application is correct.

In order to purchase Services, if you are an individual, you must be an adult of at least 18 years of age, and by applying for and accepting the Services, you confirm that you are 18 years of age.

If you are a business and subscribing as a legal entity, by applying and accepting Services, you confirm (through the Primary Customer Account Holder) that your business

is a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable) that is in good standing and authorized to conduct business in Georgia.

### **3. SERVICE RATES & CHARGES**

The Customer agrees not to use the Service in a manner prohibited by federal or state law or the Acceptable Use Policy. The Customer is deemed to accept telephone service upon first connection to Services.

3.1 Credit History. By applying for or continued access to the Services, you grant GTC permission to obtain your credit information from consumer credit reporting agencies at any time. If the Company determines you may be a credit risk due to unsatisfactory credit rating, insufficient credit history, or late payment history, the Company may refuse to provide the Services or require advance payments, non-refundable payments, and/or a deposit. Interest will not be paid on advance payments or deposits unless required by law. The Company may also require special payment terms, such as advance payments or deposits if the Company determines that the initial payment was inadequate. The Company may establish limits and restrict your Service and/or features as it deems appropriate. If you are delinquent in any payment to the Company, you also authorize us to report any late payment or nonpayment to credit reporting agencies. If you previously had an account with GTC and such account had an associated balance that remained unpaid upon and after termination of such account, by submitting an Application and activating Service, you agree that any such unpaid amounts are subject to the terms and conditions of this Agreement, including without limitation those provisions regarding collections, late fees, and suspension or termination of Service for failure to make required payments. The Company may require payment in full of such unpaid amounts before agreeing to accept your Application and provide or reactivate Services.

3.2 Initial Payment. Deposit(s), advance payments, or installation charges, if any, and payment for the first month of service, are all due and payable upon submission of the Customer's Application.

3.3 Payment Period Charges. The Customer must pay within ten (10) days of receipt of the bill. If payment is not received by the tenth (10th) day of the month, the Company reserves the right to immediately suspend Service, provided that the overdue date is a business day. If the overdue date is a Friday, Saturday, or Sunday, then the suspension will take effect on the next business day. The Company may, in its sole discretion, retroactively bill the Customer for Services, taxes, fees, and charges if it determines the prior billing was missed, incomplete, or incorrect.

Customer agrees that (a) time is of the essence of its payment obligations hereunder; (b) if payment is not made when due, Customer shall pay a late fee of \$4 if a Residential customer or \$9 if a Business customer, and (c) Customer shall also pay interest on the unpaid balance at the rate of one and a half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less. If the Company accepts late or partial payments

or payments marked "Paid in Full" or similar notations, it will not waive any of the Company's rights hereunder nor will it constitute an accord and satisfaction. This late fee and interest, if any, will be in addition to any, not in lieu of, other remedies we may have hereunder or under the law. There will be returned check fee of \$21 charged to Customer for any check returned for insufficient funds.

**3.3.1 Billing Disputes.** It is your responsibility to review your bill carefully and contact the Company before the due date if there are any charges you dispute or are inconsistent with the information provided to you at the time you applied for or ordered Service. Questions about or objections to any charges must be in writing by the Primary Customer Account Holder and must be received by GTC within sixty (60) days of the date of the bill that contains the disputed charge. Any objection or dispute shall be waived if not made within sixty (60) days of the date of the bill, and no refunds or adjustments will be issued for any charge that is more than sixty (60) days old at the time the Customer notifies the Company.

Pending the resolution of the dispute, Customer may withhold payment for the disputed portion of the bill. To the extent that the Customer chooses to withhold the disputed amount pending resolution of the dispute, the disputed amount will be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts. The Customer is still obligated to pay any charges that are not being disputed by the due date on the bill. The Company shall investigate the billing dispute and notify the Customer the resolution of the dispute, which may include making an adjustment to the bill, issuing a credit, or finding that the disputed portion was properly billed and the Customer must pay the disputed amount. If it is determined that the disputed portion was properly billed, the Customer has fifteen (15) days following this resolution to pay the amount. If the Customer fails to pay this amount within the fifteen (15) days, Customer's account will be deemed unpaid and past due, and the Customer's Services are subject to suspension or termination.

**3.3.2 Account Suspension.** The Company reserves the right to suspend Service if payment is past due. Suspension of your account does not relieve you of your obligation to pay any and all accrued fees, charges, and costs due to the Company. The Company may charge the Customer a reactivation fee or decline to reinstate Service if Service is suspended or terminated. To resume Service, Customer must pay the total amount due and a reconnection fee before Service is restored. Suspended service may be resumed by GTC, at its sole discretion, after the Company receives full payment of all amounts due.

In the event that Customer's account becomes past due and is referred by the Company to an outside collection agency or attorney, the Customer will be responsible for the cost of collection services at the rate of thirty-five percent (35%) of the balance due or reasonable attorney fees and court costs incurred by the Company, whichever is higher. Customer agrees and consents to the Company's use of outside collection agencies or attorneys to collect past due amounts from

Customer and further agrees and consents to GTC's provision of Customer information to such outside collection agencies or attorneys for the purpose of performing such collection services. The Customer expressly authorizes and specifically consents to allowing the Company and/or its outside collection agencies, outside counsel, or other agents to contact the Customer in connection with any and all matters relating to unpaid past due charges billed by the Company to the Customer. The Customer agrees that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that the Customer provided, or may provide in the future, to the Company.

Customer agrees that the Company shall have no liability to Customer for: (a) any loss or disclosure of Customer information by such outside collection agencies or attorneys; and (b) any actions taken by such outside collection agencies or attorneys in attempting to collect past due amounts.

**3.4 Taxes.** The Customer is responsible for all applicable sales, use, excise, public utility or other taxes, fees, or charges, and such tax, fees, and charges shall be included as part of Customer charges for the Services. If you believe you are exempt from payment of any such taxes, fees, or charges, you must provide the Company with an original Tax Exempt Document; however, you cannot receive credit for any taxes, fees, or charges paid before provision of the Tax Exempt Document to the Company.

**3.5 Notices.** Written notices to the Customer shall be considered given on the date deposited in the U.S. Mail addressed to the Customer at the Customer's last known address. Written notice to the Company shall be considered given when received at our address of record. Verbal notices (to the extent permitted by this Agreement) shall be considered given on the date reflected on our billing system.

**3.6 Method of Payment.** The Customer authorizes the Company to charge any amounts payable by Customer in connection with Customer's use of the Service on Customer's Residential or Business Service bill (including, but not limited to, as applicable, any Installation Charges and No-Show Charges).

Payments may be made by mail, in person, by phone, or online. Payments made by mail, phone, or online are generally processed and posted to Customer's account within two (2) business days.

(a) **Online Payments.** Online payments may be made by logging into the Primary Customer Account Holder's online account and making a payment using a credit card or debit card or check (ACH). Payments made by credit card or debit card may be subject to a service fee to process the payment. Payments made by check (ACH) is not subject to a service fee. Customers may save their banking information or credit card or debit card information in their online account for future payments.

(b) **Phone Payments.** The Customer may call a customer service representative for GTC to make a payment by phone. The Customer agrees the Company may charge a convenience fee associated with a customer service representative processing a bill payment if the Customer chooses to pay by phone.

(c) Mail Payments. The Customer may mail a payment to: Glenwood Telephone Company, P.O. BOX 235, Glenwood, GA 30428.

(d) In Person Payments. The Customer may make payments in person during specified hours. The Company, in its sole discretion, may temporarily or permanently limit or prohibit in person payments.

3.7 Billing and Collection Communication. By applying for or continuing to use a Service you agree, in order for the Company to service your account and to collect any amounts you may owe, the Company may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. The Company may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

## 4. TERM & TERMINATION

4.1 Term. Telephone service is provided on a month-to-month basis.

4.2 Termination. GTC may discontinue, suspend, or terminate Service if: the Customer does not comply with any provision of this Agreement; the Customer's use of the Service in a manner that adversely affects other customers or harasses the Company's customers or employees; the Customer or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or any regulatory agency, legislative body, or court restricts or otherwise prevents the Company from furnishing the Services.

4.2.1 The Primary Customer Account Holder or an individual authorized by the Primary Customer Account Holder may terminate the Agreement or Service subject to the following conditions:

(a) Cancellation must be in writing either by emailing notice of cancellation to [billing@gtconline.com](mailto:billing@gtconline.com), faxing notice to (912) 523-5329, or sending notice by U.S. Mail to P.O. BOX 235, Glenwood, GA 30428 or by phone to GTC at least thirty (30) calendar days prior to the date requested for disconnection.

(b) If the Customer cancels the order for Service the day before or on the day of scheduled installation, the Customer will be responsible for paying the Installation Charges plus a restocking fee of fifteen percent (15%).

(c) The Customer remains liable for payment of all outstanding charges for Service(s) used and any equipment purchased prior to termination. Upon termination, Customers receiving Service on a month-to-month basis forfeit the remainder of the current month of Service.

4.2.4 Refund following Termination. Upon termination of Services, any deposit paid at the beginning of Service shall be applied against any outstanding balances and equipment fees, if any, due. Thereafter, any remaining amounts

from the deposit shall be credited to the Customer's account. Any credit balance remaining after outstanding balances are paid shall be refunded to the Customer in the form of a check sixty (60) days after termination.

## 5. THE TELEPHONE SERVICE

The telephone Service is offered subject to the availability of the necessary facilities and equipment. The telephone calling rates and charges offered by GTC are listed on the Application. GTC does not guarantee availability, reliability, quality, or minimum response time to repair connections or equipment should there ever be a disruption of Service. GTC is responsible only for those Services and facilities provided herein, and it assumes no responsibility for any Service provided by any other entity that purchases access to the network in order to originate or terminate its own services or to communication with its own customers.

By subscribing to GTC's telephone Services, the Customer acknowledges and agrees that its name, address, and telephone number may be released to a governmental entity when such entity has advised GTC that such information is required for use by that entity in an enhanced emergency 911 telephone system. Such information shall only be used by the governmental entity for the limited purpose of establishing and operating an enhanced emergency 911 system.

6.1 Rates and Charges. Rates, phone features, calling services, and calling features are detailed in the Application and are provided under the tariff filed with the PSC and NECA.

6.2 Fees to reconnect Service. GTC may suspend or terminate Service for non-payment or for use of the Services in violation of the Agreement, TOS, or the law. In order to reconnect or reinstate Service, the Customer must pay the outstanding total due and a reconnection fee of: (i) \$21 for residential telephone service and (ii) \$29 for business telephone service.

6.2.1 GTC assumes no liability for failure of a calling party to reach the Customer during the period of suspension.

6.2.2. GTC will comply with and require Customers to comply with the PSC's Universal Access Fund requirements. The surcharge will be listed as a line item on the Customer's bill and will be equal to the contribution factor established by the PSC.

6.3 Shortage or Outage. The Customer shall not be entitled to any setoff, discount, refund, or other credit, if any, in the case of any Service outage which is beyond GTC's control, including but not limited to acts of God, fire, flood, explosion, terrorism, civil commotion, or law, or which is reasonable in duration. GTC reserves the right to discontinue or limit service when necessitated by conditions beyond its control or when the Customer is using the Service in violation of the TOS or the law. GTC reserves the right to discontinue service, limit service, or impose certain requirements on facilities when any governmental or regulatory condition imposed upon GTC materially and negatively impacts the financial viability of the Service as determined by GTC in its best judgment. GTC also reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some

other cause beyond GTC's control. GTC will not provide additional Service or connect new Services to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. GTC incurs no liability for call interruptions resulting from GTC's efforts to avoid degradation.

6.4 Telephone Numbers. Telephone numbers are assigned to the Primary Customer Account Holder. The Primary Customer Account Holder shall designate those individuals authorized to make changes to the Customer's account with GTC, including changes to the Services or to the telephone numbers in conformity with applicable law. GTC shall be held harmless for any changes authorized by the designated individuals. GTC shall take all reasonable measures to provide you with continuation of existing telephone numbers. However, if you are changing locations at the time of conversion or taking service for the first time at a location, GTC makes no warranties regarding assignment of particular telephone numbers to the Customer. GTC shall not be liable to you for any change in telephone numbers due to actions of any vendor or supplier of services to GTC. The Customer's reliance upon and/or use of any Service numbering information prior to installation and acceptance of Service is at the Customer's risk. The Customer may choose a non-published number for an additional fee per month and GTC will not release the Customer's billing name and address information to anyone for any purpose and the Customer understands that the Customer may not be able to place third number billed or to receive collect calls to the Customer's telephone number.

6.5 Provision of Equipment and Facilities. The Customer agrees to operate any GTC-provided equipment in accordance with GTC's or its agent's instructions. Failure to do so will void GTC's liability for interruption of Service and may make the Customer responsible for damage, if any, to GTC-provided equipment. The Customer agrees to return to GTC all GTC-provided equipment delivered to Customer within five (5) days of termination of telephone Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, except for normal wear and tear. The Customer shall reimburse GTC, upon demand, for any costs incurred by GTC due to Customer's failure to comply with this provision.

GTC shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by GTC, except upon GTC's written consent.

Equipment installed at the Customer's premises for use in connections with services GTC offers shall not be used for any purpose other than the purposes for which GTC provided it.

GTC shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished by GTC for the Service, GTC's responsibility shall be limited to furnishing, maintaining, and operation of such facilities.

6.5 Wiring. On the Application, the Customer may choose for GTC to maintain wiring or for the Customer to maintain the wiring. In the event the Customer chooses to maintain wiring and thereafter maintains or attempts to maintain the wiring, the Customer assumes

the risk of Service loss, property damage, or death to or injury of the Customer or the Customer's agent. The Customer will hold GTC harmless from any and all liability, claims, or damage suits arising out of the Customer's wire maintenance activity. This includes damages due to any cause, including Acts of God such as lightning, wind, floods, and earthquake. GTC's protector is not a guarantee against voltage surges and any damage or loss therefrom will be borne by the Customer.

6.6 Notification of Service-Affecting Activities. GTC may provide the Customer with reasonable notification of Service activities that occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. GTC will work cooperatively with the Customer to determine the reasonable notification requirements. However, some emergency or unplanned Service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

6.7 Power Outage. You acknowledge and understand that telephone Service does not function in the event of a power failure. Should there be an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including the 911 calling feature.

6.8 Easements. Upon request by GTC, each Customer shall execute and deliver to GTC grants of easements or rights-of-way over, on, and under such lands or real property owned or leased by or in which the Customer holds an interest and in accordance with such reasonable terms and conditions as GTC shall require for furnishing the Service to the Customer or other customers of GTC or for the construction, operation, maintenance, or relocation of GTC's facilities and equipment related to the Service.

## **6. ADDITIONAL SUBSCRIBER RESPONSIBILITIES**

Customer agrees to (a) provide true, accurate, current, and complete information to the Company and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If Customer provides the Company any information that is or that the Company has reason to believe is untrue, inaccurate, not current, or incomplete, the Company may suspend or terminate Customer's Services.

## **7. CHOICE OF LAW**

This Agreement, its validity, construction, and performance, shall be governed by applicable federal law, the regulations of the FCC, and the laws of the State of Georgia.

## **8. INDEMNIFICATION**

Customer agrees to defend, indemnify, and hold harmless GTC and its subsidiaries and other affiliated companies and their respective officers, directors, employees,



contractors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from: (a) Customer's use of the Services and the equipment; (b) Customer's failure to comply with this Agreement or the TOS; and (c) Customer's negligence or intentional misconduct or violation of applicable law. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event Customer will cooperate with the Company in asserting any available defenses.

## **9. DISCLAIMER OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS EMPLOYEES, SUBSIDIARIES, ITS LICENSORS, OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE SERVICE OR FROM ANY ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS OF SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE COMPANY RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICE TO A CUSTOMER AT ANY TIME.

## **10. THIRD PARTY BENEFICIARY**

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF THE COMPANY'S SERVICES IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO THE COMPANY DESCRIBED HEREIN.

## **11. DISPUTE RESOLUTION THROUGH ARBITRATION**

Any dispute arising out of or relating to the Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to its Commercial Arbitration Rules. The arbitration must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Glenwood, Georgia. Each party must bear its own costs relating to arbitration (including the costs of initiating arbitration), and the parties must equally divide the arbitrators' fees. No arbitration award may provide any remedy beyond those permitted under this Agreement, and any award purporting to provide a remedy beyond those permitted under this Agreement must be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. The Company may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction within the State of Georgia any interim or provisional relief that the Company deems necessary to protect its rights pending arbitration.

The Company shall not be liable for any claim under this Agreement unless you submit such claim to arbitration as required by this Agreement within one (1) year after you become aware or should have become aware of such claim. The Company's liability

for any claim shall in no event exceed the amount you have paid to GTC for Services for the prior six (6) month period.

## **12. MISCELLANEOUS**

This Agreement, the Acceptable Use Policy, and the Company's other user policies posted on the Company's GTC website constitute the entire agreement between you and the Company with respect to your use of the Services. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company, and any attempted assignment, without such consent, shall be invalid. If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid.

REVISED 09-08-2023