

TERMS AND CONDITIONS OF SERVICE

1. Definitions

- 1.1 These Terms and Conditions (or this “Agreement”) along with all other LiveOak policies and service documents which are hereby incorporated herein, govern any Internet-related and/or broadband services (each individually, a “Service” and collectively, the “Services”) provided by LiveOak Fiber LLC or its affiliate entities (“LiveOak”) to a Customer, including, but not limited to, Internet access, all service level offerings of High-Speed Internet, Broadband, Fiber Optic Internet, IP Address assignments, Digital Voice, email, email filters, WiFi, Wireless, and World Wide Web and Commercial Web Site services including Web Site Hosting.
- 1.2 As used in these Terms & Conditions, “Customer” is a person or entity that has entered into an agreement with LiveOak, which has been accepted by LiveOak, and by which LiveOak has agreed to provide one or more Services to the Customer.
- 1.3 A current copy of these Terms and Conditions is available from LiveOak upon request.
- 1.4 Use of any Services constitutes acceptance of these Terms and Conditions.
- 1.5 LiveOak reserves the right to modify the terms of these Terms and Conditions and/or prices for the Services and may discontinue or revise any or all other aspects of the Services in LiveOak’s sole discretion at any time by posting changes online. These Terms and Conditions may be amended at any time, and any amendment shall become effective immediately upon posting of the amended Terms and Conditions on the company website or at a successor website address. Customer’s continued use of the Services after changes are posted constitutes the Customer’s acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by LiveOak.
- 1.6 LiveOak is subject to State and Federal laws and regulations. To the extent that such laws, regulations, or tariffs apply to Services and conflict with a provision of these Terms and Conditions, such applicable law, regulation, or tariff controls.

2. Term of Service; Acceptable Use

- 2.1 The Customer agrees to remain a subscriber for the Service(s) for the length of time specified in a Service Order (the “Term”). Unless specified in a Service Order, the Term begins on the date that Service has been installed and billing commences. Unless specified in a Service Order, each Service Order time period will renew automatically for additional successive time periods. If Customer or LiveOak does not want a Service Order to renew automatically, the party must notify the other part in writing at least 30 days prior to the applicable expiration date.
- 2.2 The Services and any LiveOak equipment associated with the Services may only be used for lawful purposes.
- 2.3 Customer shall comply with the regulations, rules, and policies set forth herein and all applicable laws and regulations governing use of the Services.

- 2.4 Use of any Services in violation of these Terms and Conditions or in violation of any applicable law or regulation is prohibited and may result in the immediate termination without advance notice of Customer's account and right to use the Services.

3. Prohibited Use

- 3.1 The Services and any LiveOak equipment associated with the Services may only be used for lawful purposes. Prohibited uses of the Services include, but are not limited to:
- 3.2 Any attempt to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material, by uploading, posting, via email or other means ("Transmission"), that: (a) violates any local, state, federal or international law, order, or regulation; (b) is libelous, obscene, threatening, or defamatory; (c) infringes upon the intellectual property rights of any other or (d) that constitutes or encourages a criminal offense or gives rise to civil liability;
- 3.3 Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;
- 3.4 Transmission of any material in violation of any law or contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- 3.5 Transmission of any material that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- 3.6 Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes other Customers' ability to use the Services;
- 3.7 Impersonating any person or entity, or falsely stating or otherwise misrepresenting an affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;
- 3.8 Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;
- 3.9 Transmission of chain letters;
- 3.10 Attempting to probe, scan or test the vulnerability of a LiveOak system or network in any form;
- 3.11 Using any method to breach LiveOak's security or authentication measures;
- 3.12 Engaging in hacking, denial of service attacks, or malicious or destructive behavior in any form.
- 3.13 If another organization's networks or computing resources are used in connection with the Services, Customer shall be subject to that organization's permission and usage policies in addition to these Terms and Conditions.

- 3.14 LiveOak shall have the right, but not the duty, to remove any web site hosted on its services which, in its discretion, is found to contain pornographic or obscene material.
- 3.15 The Services are for end-user use only and may not be resold, commercially or non-commercially, in whole or in part, directly or indirectly, or on a bundled or unbundled basis, in the absence of a separate re-seller agreement approved in writing by LiveOak. Customer shall not use the Services in the operation of any business or service which competes directly or indirectly with LiveOak, which determination shall be made by LiveOak, in its sole discretion.
- 3.16 Customer is responsible for the use of their LiveOak account and/or the Services, by any person having access to the account or the Services, whether or not such use or access is with Customer's permission or knowledge. Customer should not share Customer's password, send it over the Internet in any unencrypted form, including by email, or otherwise compromise its security. If Customer has any reason to believe the security of Customer's password or account has been compromised, the Customer should immediately change the password. If LiveOak has any reason to believe Customer's password or account has been compromised, LiveOak may, at its sole discretion, disable or restrict access to the account and/or the Services, without notice, until the problem has been resolved; however, LiveOak has no obligation to do so.
- 3.17 LiveOak may take any one or more of the following actions in response to violations of these Terms and Conditions: (a) issue an oral or written notice to Customer to cease the violations; (b) suspend Customer's account and/or access to the Services; (c) terminate Customer's account and/or access to the Services; (d) bill Customer for LiveOak's administrative costs and/or reactivation charges incurred as a result of the violations; or (e) bring legal action to enjoin violations and/or to collect damages caused by the violations.
- 3.18 LiveOak reserves the right to cancel or discontinue Customer's use of the Services at any time and for any reason.

4. Customer's Responsibilities for Proper Account Use and Information

- 4.1 Customer represents that the Customer is at least eighteen (18) years old (or, if Customer is an entity, that the person acting on the entity's behalf in obtaining the Services is at least eighteen (18) years old) and that it accepts these Terms and Conditions on behalf of itself and any person who has access to the Services through use of Customer's LiveOak account. Customer shall ensure that all users of Customer's LiveOak account understand these Terms and Conditions and will comply with them. Customer may permit an authorized user under eighteen (18) years of age to use Customer's account and the Services, and Customer acknowledges that it is responsible to provide adult supervision of such use of the Services and to ensure that the LiveOak account and the Services are used in compliance with these Terms and Conditions.
- 4.2 Customer shall promptly notify LiveOak of any changes in Customer's contact information, such as Customer's address or telephone number.
- 4.3 Customer shall promptly notify LiveOak of any violation or suspected violation of these Terms and Conditions that Customer becomes aware of, and provide LiveOak with as much of the following information as possible related to the violation or suspected violation as is known to Customer: (a) the IP address used to commit the alleged violation; (b) the date and time of the alleged violation, including the time zone; and (c) a description or other

evidence of the alleged violation. When reporting an issue regarding unsolicited email, please provide a copy of the email message(s) with the full header information.

- 4.4 Customer is solely responsible for any Transmission of personal identifiable information over the Internet. It shall be the Customer's sole responsibility to determine if a website and the method of Transmission utilized by a website or other software, program or application, to transmit personal information such as credit card and/or bank account numbers and personal identifiable information, is secure and is the party they intended to transmit the information to.
- 4.5 Customer is solely responsible for any Transmission of personal identifiable information that is included as any part or portion of, but not limited to, an email, social media site, file transfer, newsgroup, blog, and instant message transmission. Customer agrees that Customer is solely responsible to protect Customer's personal identifiable information from identity theft.
- 4.6 **Consent to Receive SMS Messages.** Customer may consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from Service Provider, its agents, representatives, affiliates, or anyone communicating on Service Provider's behalf at the specific number(s) provided to Service Provider, with service-related information, questions about your use of the Services, and/or account and marketing information. Customer shall certify, warrant, and represent that the telephone number Customer has provided to Service Provider is Customer's contact number and not some other party's number. Customer shall represent that Customer is permitted to receive calls and text messages at the telephone number Customer has provided to Service Provider. Customer shall agree to promptly alert Service Provider whenever Customer stops using a telephone number. Service Provider and its agents, representatives, affiliates, and anyone calling on Service Provider's behalf may use such means of communication described in this section even if Customer will incur costs to receive such phone messages, text messages, e-mails, or other means. Standard message and data rates may apply to all SMS messages (including text messages). Service Provider may modify or terminate its SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

5. Disclaimer of Warranties

- 5.1 ALL USE OF LIVEOAK SERVICES AND THE INTERNET IS AT THE USER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. LIVEOAK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND AFFIRMATIVELY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY ASPECT OF THE SERVICES FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT LIVEOAK'S OR CUSTOMER'S INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES, LIVEOAK EQUIPMENT, NETWORK, OR LIVEOAK'S SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S), TELEPHONE(S), TELEVISION(S), RECORDING AND PLAYBACK DEVICE(S), AUDIO EQUIPMENT, OR OTHER EQUIPMENT OR HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER OR OTHER SOFTWARE OR DATA FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. LIVEOAK SHALL NOT HAVE ANY LIABILITY, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO, OR LOSS OF, OR DESTRUCTION OF, ANY EQUIPMENT, SOFTWARE, HARDWARE, DATA OR FILES RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE THE VIRUS

AND/OR HARMFUL FEATURE. LIVEOAK MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR "ERROR FREE" OR THAT THE LIVEOAK EQUIPMENT WILL OPERATE AS INTENDED AT ALL TIMES. IN PARTICULAR, CUSTOMER AGREES THAT CUSTOMER'S USE OF THE SERVICES, THE PURCHASE OF SERVICES AND LEASE OF LIVEOAK EQUIPMENT, AND THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO CUSTOMER, IS AT CUSTOMER'S SOLE RISK.

- 5.2 LiveOak shall not be responsible for any damages or costs arising out of Customer's use of the Services or the unavailability of the Services, including, but not limited to, damage to Customer's home or business computer or other network devices, damage caused by viruses, damage or costs incurred as a result of: lost profits or revenue, loss of clients, loss of use of computer programs, loss of data, the costs of recovering programs or data, claims by third parties, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by LiveOak's own negligence, a third party service provider's negligence, or Customer's negligence, errors and/or omissions.
- 5.3 LiveOak shall not be liable for any indirect, special, incidental, or consequential damages arising out of the use of the Services or Customer's inability to use the Services, even if it has been advised of the possibility of such damages.
- 5.4 In no event shall LiveOak's liability to Customer exceed the amount charged by LiveOak for providing the affected Services to Customer for one (1) month.
- 5.5 Customer shall take appropriate security measures to prevent unauthorized access to its computers and other network devices, including, but not limited to, keeping all software updated.
- 5.6 If any application or feature which permits remote access to Customer's computer and/or network devices is enabled on any Customer computer or other network device, Customer hereby acknowledges and agrees that it does so at its own risk, and LiveOak shall not be responsible, and assumes no liability, for any access by others to Customer's computer or network devices.
- 5.7 Customer's failure to take proper security measures may cause immediate termination of the Services, without notice, at LiveOak's sole discretion.
- 5.8 Use of any information or software obtained via the Services is at Customer's own risk. LiveOak does not control, and shall not be liable for, data or content that is accessed or received via the Services. LiveOak explicitly and specifically denies any responsibility for the accuracy, completeness, timeliness, usefulness, or quality of any information obtained through the Services.
- 5.9 The Internet contains materials that may be false or misleading, sexually explicit, or otherwise offensive. LiveOak has no control over and accepts no responsibility for such materials.
- 5.10 LiveOak is not a publisher of third-party content that can be accessed through the Services and is not responsible for any opinions, advice, statements, services, or other information provided by third parties and accessible through the Services. Customer is responsible for evaluating such content and for paying all fees and charges from third-party vendors whose sites, products, or services Customer may access, buy, or use via the Services.
- 5.11 If Customer uses the Services to access websites or content provided by third parties or to purchase products from third parties, Customer's personal information may become

available to third parties. The way third parties handle and use Customer's personal information related to the use of the third-party services is governed by their policies, not LiveOak's. LiveOak has no responsibility for third-party security policies and practices, general policies, or their compliance with them or breach of them.

- 5.12 The prices for the Services are set in reliance upon the enforceability of the disclaimers of warranties and limitations of liability set forth in these Terms and Conditions, and these Terms and Conditions form an essential element of the provision of the Services.

6. Indemnification

- 6.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, AND HOLD LIVEOAK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, ITS AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THESE TERMS AND CONDITIONS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO OR ARISING OUT OF CUSTOMER'S BREACH OF THIS AGREEMENT OR CUSTOMER'S USE OF THE SERVICES OR ANY LIVEOAK EQUIPMENT. CUSTOMER AGREES THAT LIVEOAK SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT ARISE FROM CUSTOMER'S USE OF THE SERVICES OR THE EQUIPMENT. FURTHERMORE, CUSTOMER AGREES TO REIMBURSE LIVEOAK FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS.

7. Copyright Information

- 7.1 Customers of LiveOak and users of the Services shall not transmit any material (by uploading, posting, emailing or by any other method) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- 7.2 The Service and any associated equipment, firmware, and software used to provide the Service, or provided to you in conjunction with the Service; LiveOak's websites, corporate names, service marks, trademarks, trade names, logos, and domain names ("collectively, "Marks"); and all information, documentation, and other materials in connection with the foregoing, including those on LiveOak's websites, are proprietary to LiveOak and shall remain LiveOak's exclusive property. The Marks are protected by trademark, copyright or other intellectual property laws and regulations. Nothing herein grants to Customer the right or license to, and Customer shall not, use any of the Marks.

8. Website Usage

- 8.1 LiveOak may provide links on its website to other websites that are not under its control. These links are provided for Customer's convenience only and are not intended as an endorsement by LiveOak of the third-party organization or individual operating any website, or a warranty of any type regarding any website or the information on any website.
- 8.2 All content included on websites operated by LiveOak, including, but not limited to, text, graphics, logos, buttons, icons, images, and software, is the property of LiveOak or is used by LiveOak with permission of the legal owner, and is subject to protection by U.S. and international copyright and trademark laws. Reproduction, duplication, modification, distribution, transmission, replication, display, or performance of the content of any website operated by LiveOak without the express written permission of LiveOak is strictly prohibited.

9. Technical Support

- 9.1 LiveOak provides technical support by telephone and email. Technical support to LiveOak's Customers is on a first-come, first-served basis. Technical support is not intended to assist with questions not directly related to the Services. In order to maintain the highest overall quality of service to LiveOak Customers, technical support calls of excessive duration, frequency, or regarding matters not directly related to the Services may be handled or rescheduled at LiveOak's convenience and may be subject to a special handling charge.

10. Privacy

- 10.1 Except as provided in these Terms and Conditions, LiveOak will not divulge any of Customer's personal information to third parties unless (1) Customer gives LiveOak prior permission, (2) LiveOak reasonably believes the disclosure is required by law or legal process, (3) LiveOak suspects fraud or a violation of law, or these Terms and Conditions, by a Customer involving LiveOak, or (4) Customer makes an inquiry, request or complaint that reasonably requires LiveOak to share Customer information with third parties to satisfy the inquiry.
- 10.2 LiveOak reserves the right to audit connections to the Services for security or throughput usage reasons, to enforce these Terms and Conditions, to comply with any regulations applicable to the Service and/or required of LiveOak, and to maintain and protect its network and its ability to provide the Services.
- 10.3 LiveOak shall have the right to investigate suspected violations of these Terms and Conditions or any applicable law or regulation, including but not limited to: (i) gathering information from the user or users involved and the complaining party if any, (ii) examining material on LiveOak's servers and network, and (iii) monitoring bandwidth, usage, transmissions, and content.
- 10.4 LiveOak will cooperate with law enforcement authorities and system administrators at other Internet service providers or other network or computing facilities in the investigation of suspected violations of these Terms and Conditions and any applicable law or regulation. This cooperation may include providing legally sought personally identifiable information about Customer to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information.
- 10.5 LiveOak may use network monitoring tools to monitor Customer's bandwidth usage and usage patterns to enforce service-level limits, federal or state speed testing requirements, or for diagnostic and statistical needs.
- 10.6 LiveOak may contact Customer or website visitors regarding account status and changes to these Terms and Conditions and other policies or agreements relevant to Customer's use of the Services and may from time-to-time contact Customer with information regarding products and or services provided by LiveOak.
- 10.7 LiveOak also may create aggregate reports on Customer or user demographics and traffic patterns for its internal use.

11. Equipment

- 11.1 Routers, Optical Network Terminals, WiFi Extenders, and other network equipment provided to Customer by LiveOak are the property of LiveOak.

- 11.2 Customer shall provide the appropriate environment for all LiveOak equipment and shall not alter, modify, or tamper with this equipment without prior, written authorization from LiveOak.
- 11.3 In the event of cancellation of Services, Customer will keep the LiveOak property at the Customer's premises or shall return the LiveOak property to LiveOak, as instructed by LiveOak.
- 11.4 Customer is responsible for all costs associated with repair or replacement of LiveOak's equipment that is damaged while it is in Customer's possession.

12. Service Level Limits

- 12.1 Each Service level may have a Maximum Throughput Rate, a Usage Limit or other characteristics. LiveOak can set or change the Maximum Throughput Rate, Usage Limit or other characteristics of any Service level. If LiveOak does so, LiveOak may put in place additional terms to address usages that are not consistent with the resulting Broadband Service level.
- 12.2 At LiveOak's sole discretion, LiveOak may suspend Customer's Service, reduce Customer's Maximum Throughput Rate or charge Customer for Customer's excess usage. Customer may need to subscribe to a more expensive Service level or pay for additional bandwidth to avoid suspension or slower Service. LiveOak will notify Customer of any new or changed Usage Limit (or any material reduction in the previously published Maximum Throughput Rate) for Customer's Service level and any related terms.
- 12.3 Unless stated in a applicable Service Order, LiveOak does not guarantee that Customer will obtain the Maximum Throughput Rate for the level of Service to which Customer subscribes. The Throughput Rate Customer experiences may be affected by a number of factors, including, but not limited to, the nature of the Internet and its protocols or the condition and configuration of Customer-Owned Equipment at Customer's location.

13. Network Address Assignments

- 13.1 All network address assignments issued by LiveOak (such as Class C, subnet, static and dynamic IP addresses) are the property of LiveOak and are subject to American Registry for Internet Numbers guidelines located at <http://www.arin.net>. Network address assignments may be changed by LiveOak at any time. In the event Customer's Services are terminated for any reason, all network address assignments provided by LiveOak for Customer's use in connection with the Services shall revert to LiveOak.

14. Promotions & Discounts

- 14.1 LiveOak may offer, from time to time, special promotional pricing and/or discounts for LiveOak Services. Such promotion/discounts may be offered with certain terms, conditions, and/or restrictions. Use of a promotion/discount and/or any Service(s) that has a promotion/ discount applied to it constitutes acceptance by Customer of all promotion/discount terms, conditions, and restrictions, as well as these Terms and Conditions.
- 14.2 LiveOak and/or its affiliates and subsidiaries reserve the right to change or discontinue any promotion/discount at any time and, in some instances, without notice.

- 14.3 Regular monthly service rates apply after applicable promotional periods end or if any Service is downgraded or canceled, whether cancellation or downgrade is Customer requested or LiveOak initiated.
- 14.4 Acceptance of a promotional or discounted price may require Customer to commit to a minimum service period. An early termination fee may be applied to Customer's account balance following cancellation or downgrade of a promotional or discounted Service if required minimum service period commitment is not met.
- 14.5 Promotional pricing excludes monthly charges for current Service subscriptions, equipment fees, installation fees, taxes and any additional charges or applicable fees, including early termination fees, that may or may not exist at the time of the promotion and that are subject to change with or without notice to Customer throughout the promotional period and after.
- 14.6 Promotional pricing and discounts are not transferrable.
- 14.7 Customer's account must be in good standing for any promotion or discount to apply. LiveOak may cancel or suspend any and all promotions or discounts, in LiveOak's sole discretion, if Customer fails to keep Customer's account in good standing.

15. Billing and Payment Practices

- 15.1 LiveOak's prices, fees, and Services are subject to change without notice. Changes to Customer's account or Services or LiveOak's billing methods may result in changes in the charges for the Services.
- ~~15.2~~ For the Services to be performed hereunder, the Customer will pay the Service Provider fees determined in accordance with the fee schedule set forth in each Service Order. Unless otherwise provided in the Service Order: (a) the fees will be payable within 14 days from the invoice date for residential customers or 30 days from the invoice date for non-residential customers; (b) Customer is responsible for paying all charges associated with the Services, including, all customary surcharges and government imposed fees and charges that relate to the Services; (c) a late payment charge of \$25.00 applies to any unpaid balance carried forward from an invoice; and (d) a fee equal to the amount incurred by Service Provider (or the highest amount permitted by governing law) will apply for any Customer check that is dishonored or when an automatic debit or credit card is declined or reversed.
- 15.3 If LiveOak does not receive full payment of the charges for one or more Services set forth in residential Customer's bill by the 45th day was rendered (or such later date as LiveOak may, in its sole discretion, agree to receive payment from Customer), LiveOak may anytime thereafter suspend Customer's corresponding Service(s) for non-payment.
- 15.4 If charges for any Services remain unpaid for thirty (30) days after residential Customer's Service(s) have been suspended for non-payment, LiveOak may anytime thereafter disconnect the Services for which payment remains outstanding, which may also result in the termination of the Customer's account and deletion of any data associated with the Customer's account.
- 15.5 Suspension or disconnection of Customer's Service(s), or termination of Customer's account shall not affect Customer's obligation to pay all fees due or incurred on the account, including collection and attorneys' fees incurred by LiveOak.

- 15.6 LiveOak's bills are rendered for a full month's Service(s), and LiveOak shall have no obligation to prorate any charges in the event Customer's Service(s) or account are suspended or terminated for nonpayment.
- 15.7 If Customer's Service(s) or Account is suspended or terminated for non-payment, and Customer seeks to re-establish Service(s), LiveOak may charge a reconnection fee and will not re-establish Customer's Service(s) until all past due amounts and applicable reconnection charges are paid in full.
- 15.8 In the event that LiveOak is required to pursue collection action with regard to Customer's account, then LiveOak shall be entitled to recover its reasonable expenses and costs of collection, including attorney's fees, incurred in pursuing the collection of money Customer owes to LiveOak.
- 15.9 If Customer believes it has been billed in error, Customer must contact LiveOak in writing within sixty (60) days of the date of the bill that contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old. Customer may withhold from payment to LiveOak the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. LiveOak will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Credits due to Customer will be issued no later than Customer's next billing cycle following a determination that a credit is warranted, or within thirty (30) days from determination, whichever is sooner. Customer will be required to pay such amount within thirty (30) days thereafter.

16. Voluntary Suspension

- 16.1 LiveOak reserves the right to change, at any time and without notice, the monthly fee for suspending any of its Services.
- 16.2 Suspension does not relieve Customer of past obligations and charges. Any Services which are suspended for more than twelve (12) months may be subject to termination unless special arrangements have been made.
- 16.3 Re-activation of Service(s) may be subject to installation and setup fees in effect at the time of reactivation.

17. Cancellation.

- 17.1 The Services will remain in effect until terminated by either party as set forth herein or in a Service Order.
- 17.2 Requests for service cancellation must be received, and the requested disconnect date must be prior to the twentieth (20th) day of the month in order to be reflected on the following month's bill. Upon cancellation, all promotional discounts and offers will be terminated and may not be renewed.
- 17.3 If Customer cancels Service(s), LiveOak may charge a reconnection fee if Customer seeks to re-establish such Service(s), and LiveOak will not re-establish Customer's Services until all past due amounts and applicable reconnection charges are paid in full.
- 17.4 Cancellation of Services shall not relieve Customer of accrued charges for the Services or other obligations under these Terms and Conditions.

18. Account Inquiries

- 18.1 Account inquiries or billing questions should be directed to LiveOak as follows:

LiveOak Fiber LLC
Attn: Customer Service
808 Gloucester Street
Brunswick, GA 31520
[888-454-8362](tel:888-454-8362)

19. Jurisdiction and Attorney's Fees

- 19.1 Choice of Law. The Services and the Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, both in substance and procedure.
- 19.2 Venue and Jurisdiction. Venue and jurisdiction for the resolution of any dispute between the Customer and LiveOak shall be proper only in the State of Florida.
- 19.3 Arbitration. Any dispute that arises between the Customer and LiveOak or that, in any way, arises out of or relates to, whether directly or indirectly, the Services or the breach, termination, enforcement, interpretation, or validity of the Terms and Conditions thereof, including the determination of the scope or applicability of the Terms and Conditions, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each Party shall pay their own costs for Arbitration unless the Arbitrator determines otherwise.
- 19.4 Waiver of Jury Trial: The Customer and LiveOak hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any action, defense, counterclaim, or other proceeding arising under or in any way related to the Services or the Terms and Conditions.
- 19.5 Class Action Waiver. The Customer and LiveOak agree to only resolve disputes on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

20. Export

- 20.1 The United States export control laws regulate the export and re-export of technology originating in the United States. This includes transmission of information and software to foreign countries and foreign nationals. Customer and all users of the Services shall abide by these laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. Customer shall not transfer, by any means, any content derived through use of the Services to either a foreign national or a foreign destination without first obtaining any required government authorization.

21. Service Interruption; Force Majeure

- 21.1 Customer agrees that LiveOak has no liability for delays in or interruption to Customer's Services, except that if for reasons within LiveOak's reasonable control, for more than

twenty-four (24) consecutive hours, (i) there is a complete failure of the High-Speed Data (HSD) Service or (ii) there is a complete failure of the LiveOak VoIP Service, LiveOak will provide Customer a prorated credit for the period of such interruption or failure if Customer requests a credit within thirty (30) days of the interruption or failure. In no event shall LiveOak be required to provide a credit to Customer for an amount in excess of applicable Service fees. LiveOak will make any such credit on the next practicable bill for Customer's Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of Customer's Services. In such event, the relevant law or regulation will control.

- 21.2 Customer acknowledges that LiveOak may conduct maintenance from time to time that may result in interruptions of Customer's Services.
- 21.3 LiveOak shall have no liability, except for the credit as set forth herein, for interruption of Customer's Services due to circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather.
- 21.4 LiveOak is only obligated to provide the above-referenced credits for loss of HSD Service if LiveOak is billing Customer for the HSD Service at the time of the outage. If Customer's ISP or OLP is billing Customer, Customer will look solely to Customer's ISP or OLP, as applicable, for a credit with respect to the HSD Service.

22. Miscellaneous Provisions

- 22.1 LiveOak will provide notice of material changes to the Terms and Conditions to Customer's eMail or mailing address in Service Provider's records, or, by bill insert, or by posting online at <https://liveoakfiber.com/terms/>. Customer's use of the Services constitutes acceptance of these Terms and Conditions as updated or amended from time to time and Customer's agreement to pay for the Services according to the LiveOak's billing policies as amended from time to time.
- 22.2 All notices from the Customer to LiveOak must be in writing delivered to LiveOak at:

LiveOak Fiber LLC
Attn: Customer Service
808 Gloucester Street
Brunswick, GA 31520
[888-454-8362](tel:888-454-8362)
- 22.3 If any part of these Terms and Conditions are found invalid, the balance of the Terms and Conditions shall remain enforceable.
- 22.4 If, at any time, LiveOak does not enforce any right or remedy available to it under these Terms and Conditions, that failure shall not result in a waiver of LiveOak's right to enforce that right or remedy at a later time.
- 22.5 Copied, scanned, or other duplicate digital or electronic images of these Terms and Conditions are admissible for all purposes.

- 22.6 Customer has no right to receive Service from LiveOak and Service may be denied at LiveOak's sole discretion, whether it is the initial provision of the Services or reinstatement to the Services.
- 22.7 Customer may not assign, transfer, or resell Services to any other party without LiveOak's prior written consent. Customer understands, acknowledges, and agrees that LiveOak may assign, transfer, or delegate performance of some or all of its rights and obligations hereunder to third parties.

###