

This Website Terms and Conditions (“Agreement”) is made by and between Michigan Broadband Services, and its Affiliates, (collectively and individually “Michigan Broadband Services,” “us,” “we” and “our”) and you (“you,” “your,” or “user”). This Agreement contains the terms and conditions that govern your use of any website that displays, links, or refers to this Agreement (such websites referred to herein collectively and individually as “website,” or “this website”). Affiliates, for purposes of this Agreement, shall mean any parent or subsidiary entities and any entity controlling, controlled by or under common control of the entity, where “control” is defined as (a) the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, (b) the right to vote for or appoint a majority of the board of directors, managers, governors or other governing body of such entity, or (c) the power to exercise a controlling influence over the management or policies of the entity.

BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE WEBSITE’S FORMS, YOU AGREE, ON YOUR OWN BEHALF PERSONALLY, AND ON BEHALF OF ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE.

MICHIGAN BROADBAND SERVICES RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN MICHIGAN BROADBAND SERVICES’ SOLE DISCRETION. CONTINUED ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “WEBSITE TERMS OF USE” HYPER-LINK LOCATED UNDER THE "TERMS AND POLICY" HYPER-LINK ON THE WEBSITE.

## TERMS OF USE

### 1. ACCESS TO THIS SITE

To access this website or some of the resources it offers, including without limitation contacting Michigan Broadband Services, paying bills, and altering or reviewing your service, you may be asked to provide certain registration details or other information such as your name, e-mail address, physical address, phone number, account number, and other credentials. It is a condition of your use of this website that all the information you provide on this website will be correct, current, and complete. If Michigan Broadband Services believes the information you provide is not correct, current, or complete, Michigan Broadband Services has the right to refuse you access to this website or any of its resources, and to block, terminate, or suspend your access at any time.

### 2. RESTRICTIONS ON USE

You may use this website for purposes expressly permitted by this website. As a condition of your access and use of Michigan Broadband Services’ website, you warrant to Michigan

Broadband Services that you will not use the website for any purpose that is unlawful or prohibited by any part of this Agreement. For example, you may not (and may not authorize any party to) (i) co-brand this website, or (ii) frame this website, without the express prior written permission of an authorized representative of Michigan Broadband Services. For purposes of this Agreement, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this website or content accessible within this website. You agree to cooperate with Michigan Broadband Services in causing any unauthorized co-branding or framing immediately to cease. Competitors and third party aggregators may not connect “deep links” to the website, i.e., create links to this website that bypass the home page or other parts of the website without the prior written permission of Michigan Broadband Services.

In addition, you may not use Michigan Broadband Services’ website in any manner which could disable, overburden, damage, or impair the website or interfere with any other party’s use and enjoyment of the website. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website. You may not use scrapers, bots, spiders, or other automated tools to collect or index the content of the website without Michigan Broadband Services’ express prior written permission. You may not attempt to probe, scan or test the vulnerability of the website or any system to which it is connected or attempt to breach any security measures.

### 3. PROPRIETARY INFORMATION

The material and content accessible from this website, and any other website owned, operated, licensed, or otherwise controlled by Michigan Broadband Services, including without limitation any text, photos, videos, audio, scripts, software, markup language, or other content whether perceptible or not to a human (the “Content”) is the proprietary information of Michigan Broadband Services or the party that provided or licensed the Content to Michigan Broadband Services, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed, performed, licensed, modified, or transmitted in any way without the prior written consent of Michigan Broadband Services. Modification or use of the Content except as expressly provided in this Agreement violates Michigan Broadband Services’ intellectual property rights. Neither title nor intellectual property rights are transferred to you by your access to or use of this website.

### 4. ADDITIONAL USE LIMITATION

You may not modify, translate, decompile, disassemble, reverse engineer, alter, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, Content, software, or services obtained from or otherwise connected to Michigan Broadband Services’ website.

### 5. HYPER-LINKS

This website may be hyper-linked to other websites which are not maintained by, or related to, Michigan Broadband Services and may contain information about products or services that are not related to or endorsed by Michigan Broadband Services. Such links may include those labeled “special offers” or the like within the website. Hyper-links to such websites and information are provided as a service to you and are not sponsored by or affiliated with this website or Michigan Broadband Services. Michigan Broadband Services may not have reviewed any or all of such websites and information and is not responsible for the content of those websites or the descriptions of their products and services. Michigan Broadband Services is not responsible for webcasting or any other form of transmission received from any hyper-linked website. Hyper-links are to be accessed at your own risk and information contained therein is relied upon at your own risk, and Michigan Broadband Services makes no representations or warranties about the content, completeness, or accuracy of these hyper-links or the websites hyper-linked to this website or the information regarding or relating to their products and services.

## 6. SUBMISSIONS

You hereby grant to Michigan Broadband Services a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, use, sell, offer to sell and import all content, remarks, inventions, suggestions, ideas, graphics, photos, videos, audio, text, or other information communicated to Michigan Broadband Services by you through this website (together, the “Submission”), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You further agree that Michigan Broadband Services may use your name, likeness, pseudonym, avatar, or other information related to your identity and provided to Michigan Broadband Services through the website in conjunction and in relation to your Submission. Michigan Broadband Services will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products, services, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Michigan Broadband Services operations. Michigan Broadband Services is not obligated to post or use any Submissions you may provide and if posted, may remove any Submissions at any time in Michigan Broadband Services' sole discretion.

You warrant and represent that you own or otherwise control all of the rights to any Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission and grant the license you provide in accordance with this Agreement, and that the Submission will not violate any law or the rights, including without limitation the intellectual property rights, of any person or entity.

## 7. DISCLAIMERS

You understand that Michigan Broadband Services cannot and do not guarantee or warrant that the website or their Content, or any other files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for

maintaining a means external to this website for any reconstruction of any lost data. Michigan Broadband Services does not assume any responsibility or risk for your use of the website, its Content, or the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by Michigan Broadband Services. Except as set forth in this Agreement itself, nothing on this website constitutes a guarantee, warranty, or promise of any type. The Content should not be relied upon by you or any other party for personal, medical, financial, or legal decisions and you should consult an appropriate professional for specific advice tailored to your situation.

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. MICHIGAN BROADBAND SERVICES DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT RELATED TO THIS WEBSITE AND THE CONTENT. MICHIGAN BROADBAND SERVICES DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MICHIGAN BROADBAND SERVICES DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MICHIGAN BROADBAND SERVICES MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT MICHIGAN BROADBAND SERVICES, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS WEBSITE OR ITS CONTENT. MICHIGAN BROADBAND SERVICES MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

DISCLAIMERS AND WARRANTIES RELATED TO PRODUCTS AND SERVICES PURCHASED FROM MICHIGAN BROADBAND SERVICES ARE SUBJECT TO THEIR RESPECTIVE TERMS AND POLICIES.

All of the information in this website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this website, and Michigan Broadband Services does not undertake any obligation to update such information after it is posted or to remove such information from this website if it is not, or is no longer accurate or complete.

Like most websites, this website is accessible worldwide. However, not all products or services offered by Michigan Broadband Services are available to all persons or in all geographic locations. Michigan Broadband Services reserves the right to limit the provision of its products to any person, geographic area, or jurisdiction and to limit the quantities of any products or services that it provides. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable content, and online conduct.

## 8. LIMITATION ON LIABILITY

MICHIGAN BROADBAND SERVICES AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF DATA, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF MICHIGAN BROADBAND SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN RELATION TO OR REGARDING THIS WEBSITE OR ITS CONTENT. IF NO LIABILITY IS NOT ALLOWED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF MICHIGAN BROADBAND SERVICES AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.00 OR THE MINIMUM AMOUNT ALLOWED BY LAW, WHICHEVER IS GREATER.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SO THE FULL SCOPE OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY RELATED TO PRODUCTS AND SERVICES PURCHASED FROM MICHIGAN BROADBAND SERVICES ARE SET FORTH IN THEIR RESPECTIVE TERMS AND POLICIES.

Any cause of action against Michigan Broadband Services, its Affiliates, licensors, service providers, content providers, employees, agents, officers, and directors with respect to the website or its Content must be instituted within one (1) year from the date on which the claim arose.

## 9. ADDITIONAL GOVERNING TERMS AND CONDITIONS.

The website may contain additional disclosures, terms, and conditions including without limitation terms and policies regarding Internet, digital TV, phone, long distance, and wholesale/carrier services, that are separate from this Agreement and the website's privacy policy. This Agreement does not supersede any applicable terms or policies regarding e-billing, payment, online accounts, or Michigan Broadband Services products and services sold or paid for through the website. Wherever the website or other forums present additional terms and conditions, disclosures, or other agreements, you are also bound by those additional terms and, where in specific conflict with the terms and conditions of this Agreement, those additional terms shall control over the terms in this Agreement.

## 10. TERMINATION OR RESTRICTION OF ACCESS

Michigan Broadband Services reserves the right, in their sole discretion, to terminate your access to any or all of Michigan Broadband Services' websites or any portion thereof at any time, without notice.

## 11. INDEMNITY

You will indemnify and hold Michigan Broadband Services, its Affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this Agreement by you, including any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties in relation to your breach. You will also indemnify, including any all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your breach of this Agreement or use of the website and its Content.

## 12. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in this website are the property of Michigan Broadband Services or the party that provided the trademarks, services marks, logos, and copyrighted works to Michigan Broadband Services. Michigan Broadband Services and any party that provided trademarks, service marks, logos, and copyrighted works to Michigan Broadband Services retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in this website.

## 13. SECURITY

Any passwords or other login credentials used for this website including, without limitation, any customer login portals are for individual use only. You will be responsible for the security of your password or other login credentials (if any) and any actions taken by you or anyone using your password or other login credentials. Michigan Broadband Services will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Michigan Broadband Services considers insecure, Michigan Broadband Services will be entitled to require the password to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Michigan Broadband Services reserves the right to release your details to system administrators at other websites and law enforcement authorities in order to assist them in investigating, resolving, and prosecuting laws relating to security incidents. Michigan Broadband Services reserves the right to investigate suspected violations of this Agreement.

Michigan Broadband Services reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Michigan Broadband Services to disclose the identity of anyone using the website, or publishing or otherwise making available of using any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS MICHIGAN BROADBAND SERVICES AND ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MICHIGAN BROADBAND SERVICES OR ITS AFFILIATES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MICHIGAN BROADBAND SERVICES, ITS AFFILIATES, OR LAW ENFORCEMENT AUTHORITIES.

#### 14. MISCELLANEOUS

The laws of the State of Minnesota shall apply to this Agreement, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, shall not apply to this Agreement. Any controversy or claim arising out of or relating to this Agreement or your use of the website or the Content (a "Dispute") shall be brought solely in the state or federal courts located in Minnesota and you hereby irrevocably consent to exclusive jurisdiction of those courts. You further acknowledge that Michigan Broadband Services may seek equitable remedies against you such as a preliminary or permanent injunction and Michigan Broadband Services' rights in its reputation and intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, damage, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by the court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as reflected by the original wording, and will not affect the validity and enforceability of any remaining provisions.

No waiver by Michigan Broadband Services of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Michigan Broadband Services.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Michigan Broadband Services as a result of this agreement or use of the website.

Except as set forth in this Agreement, including without limitation Section 9, this Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Michigan Broadband Services with respect to the website or the Content.

Michigan Broadband Services may revise this Agreement at any time by updating this posting.

Last Modified: December 16, 2016