

TCLP*fiber*

Terms of Service

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TCLP*fiber* Terms of Service

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Customer

Any reference to "Customer" refers to the primary account holder, the holder of any Sub Account, and/or any Authorized User(s) of the account.

1.1

Agreement

These Terms of Service, including any schedules hereto and any terms incorporated herein by reference as ("Agreement") along with the applicable policies and additional terms which TCLP*fiber* ("Utility") makes Customer aware of, including those listed below, set forth Customer obligations, the obligations of Utility, and the rules that the Customer must follow when using Utility provisioned Broadband Internet Service(s), including broadband internet access, Voice-over-IP Service(s) and the inclusive Services and capabilities of these Services which are collectively referred to herein as "Service(s)".

The use of Utility Services are subject to the Terms of Service set forth in this document. By subscribing to Utility Services, the Customer represents that Customer is at least eighteen (18) years old and capable of entering into a legally binding agreement on behalf of Customer and others in Customer's residence or commercial business who may use the Services.

1.2

Changes to the Terms

The Utility reserves the right to change these Terms of Service from time to time, and at any time, without prior notice. By using the Services, equipment and websites therein following any changes to these Terms of Service, Customer agrees to be bound by any such changes to these Terms of Service.

1.3

Acceptance of Service Constitutes Acceptance of this Agreement

Customer's use of any of the Services constitutes Customer acceptance of the terms and conditions contained of this Agreement. If any portion of Customer's Services is terminated, or any aspect of the Services is changed, any remaining Service or replacement Service will continue to be governed by this Agreement, unless otherwise notified by Utility.

1.4

General Terms of Service

Term of Agreement

This Agreement shall remain in effect as long as Customer's account remains in active Service(s). The Agreement commences upon the earlier of: (1) activation of Service; (2) use of the Service; or (3) Customer signature on an agreement for Service(s).

Availability for Services

Customer agrees to meet the eligibility requirements for Services as provided in the "Availability" description herein, and that Customer is legally capable of entering into an agreement for Services.

Services Prices

Prices for Services and/or additional fees associated with Services(s) offered by the Utility are located at TCLPfiber.org. The price sheet listed on the website (TCLPfiber.org) may be updated from time to time.

Information Utility Collects

The Utility may collect information about Customer and Customer's users of Services in the normal course of business, and through the website. When Customer signs up for Service the Customer provides the Utility with personal information used to provide the Service(s). The information collected is used in order to provide optimal Customer Service, engage in business activities, and inform Customer of other products or Services.

Personal Information

The Utility collects information at the point of purchase, contract for, or use of Services. Additional information may be collected when Customer utilizes Services, such as placing a phone call or using the internet. This information is used for billing purposes or to offer additional Services. Examples of information that may be collected includes:

- Name and address
- Email address, content of email messages, and responses
- Credit card number
- Social Security number
- Employer information

- Date of birth
- Driver's license number
- Telephone numbers
- Log information necessary for email server management
- Log information necessary for Domain Name System server management
- Log information of authentication attempts and connected session information necessary for network and account security
- Log information necessary for web server management
- IP information necessary for network management
- Device information necessary for configuration and management of Customer equipment
- Other personal information (for example, answers to security questions) necessary for network and account security

Use of Personal Information

The Utility will not sell Customer's personal information to third parties. Customer's personal information is used to verify identity, check qualifications for Services, to follow up with Customer Service transactions, to engage third party vendors, or to market new Services.

If, at any time, Customer does not wish to receive these communications, Customer may let the Utility know by contacting the local office.

Agents, contractors, or companies employed by the Utility to perform Services are advised to protect Customer confidential information and not disclose such information except where required by law.

Customer Proprietary Network Information (CPNI)

Federal law provides Customers to the Utility the right to ensure the confidentiality of information about Customer's telephone usage, the types of Services purchased, bill summary, and current charges. This information is sometimes referred to as "Customer Proprietary Network Information," or "CPNI."

The Utility has a duty of care for this information and does not disclose this information except with authorized agents or partners. Before Customer's CPNI information is shared with any person or entity other than the Utility authorized agents, the Utility will first notify Customer of Customer rights under the law, describe how the Utility intends to use the CPNI and give Customer the option to opt-out of such information usage.

Consideration of Use, Resale, and Distribution

In consideration of the Utility provisioning of Services, the Residential Customer agrees that Service use is only for reasonable personal, non-commercial residential use. Equally, Commercial or Enterprise Customers agree that Service use is for appropriate business use. The Customer warrants that Customer will not resell or redistribute the Services, or any portion thereof, or charge others to use the Services, or any portion thereof.

Residential, Commercial, and Enterprise Customers who may be found to be using the Services outside of the rate class defined by the Board tariff rates may be subject to a rate reclassification and moved to the appropriate rate class.

The Service shall not be used in any way that may violate the law, Customer Agreement, third-party property rights or other Utility policies and practices.

Website Terms of Service

The Utility's website domains are governed by the **Traverse City Light & Power Internet Website Policy**, which can be viewed at TCLPfiber.org.

Security

The Utility works hard to ensure the security of the network and equipment. Customers are responsible and agree to take appropriate security measures when connecting Internet connected devices to the Utility network and for ensuring that any Customer data from those devices is not accessed by unauthorized parties. The Utility is not responsible for any damages to users of the Services that may be caused by unauthorized access or use of Customer data by any third party.

Services Changes and Termination

Customer may change or cancel any Utility Service(s) at any time by contacting Customer Service representatives.

If Customer is terminating Services, all charges will be due as of the date of cancellation, prorated as appropriate.

If Customer is terminating Services associated with a promotion, Customer shall be responsible for the early termination fees including:

- The full monthly re-occurring charges multiplied by the remaining months in the promotional period, prorated for any partial month of Service
- Any credit on the Customer account will be applied against the outstanding account balance at time of Service termination.
- Any credit balance after all outstanding charges have been paid will be refunded to the Customer.

If Customer is adding new Service, upgrading or downgrading an existing Service, charges associated with that Service will be prorated based upon the Service change date.

At the sole discretion of the Utility, a Customer's Service(s) may be cancelled for any reason without notice. Notice of termination to the Customer may take the form of electronic notification via email, by post, or via a Customer Service representative of the Utility.

Indemnity

Customer agrees to indemnify and hold the Utility and any subsidiaries, affiliates, officers, agents, partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content Customer submits, posts, transmits, or otherwise makes available through the Service, Customer use of the Service, Customer connection to the Service, Customer violation of this Agreement.

Service Interruptions and Force Majeure

Service interruptions may occur for maintenance, testing or other system interactions from time to time, with or without notice. Power outages may also interrupt availability of the Services. Unless otherwise specified, Customer will not be entitled to a refund, credit or other compensation for such loss of Service or unavailability. Should the Utility choose to issue a credit, the credit will be provided on the next practicable bill for the Service. The Utility shall have no liability for interruption of Service due to circumstances beyond the Utility's control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

1.5

Broadband Internet Services Terms, Availability, and Charges

Broadband Internet Services Terms

Broadband Internet Services Terms of Service are applicable to Residential, Commercial, and Enterprise Services except as otherwise noted.

Broadband Internet Availability

Broadband Internet is available to Residential, Commercial and Enterprise Customers subject to the availability requirements.

Best Efforts

Broadband Internet Services are provided on a best effort basis.

Nature of Broadband Internet Service

Broadband Internet is a fiber-based broadband data Service leveraging Internet Protocol (IP) technology. Internet Services are subject to network availability at the Service address. Internet Services are provisioned with symmetrical upload and download speeds, subject to availability, network latency, overheads, splices, power outages, and network or Customer premise equipment conditions in addition to other possible factors. Internet Service activation requires the placement of a fiber drop to Service the Customer's premise and the installation of Customer premise equipment.

Broadband Internet Service Charges, Taxes, and Fees

Broadband Internet Services are charged monthly and are based on the class of Service: Residential, Commercial or Enterprise selected by the Customer. Any federal, state or local taxes and fees are in addition to any monthly Service charges and are the Customer's sole responsibility.

Promotional

The Utility may offer discounted Service rates for promotional purposes that are defined and targeted for a purpose. The discounts will be offered and provided to any eligible Customer that meets the defined parameters set for the discount as available in the time period established for that promotion. A record of promotional discount offerings and parameters will always be maintained. Termination of Service prior to the end of a promotional offering may be subject to promotional cost recovery including the prompt payment of prorated Service charges equal to the unpaid value of the monthly value of the Services

Promotional Cost Recovery

If Customer accepts a promotional offer that requires a minimum time commitment and the Service is terminated early, Customer agrees to be responsible for any early termination fees associated with the promotion, including, but not limited to, immediate payment of any installation fees originally waived at the time of installation

Installation

Internet Services installation are subject to availability requirements of each class of Service and any physical inability to connect a Customer premise to the Utility network. The installation will involve laying of fiber and/or conduit and the placement of equipment to enable Services. Customer agrees to the "Access to Premises" provisions and acknowledges that the Utility may:

- Install equipment on the interior or exterior of Customer premises at a reasonable location subject to fiber and equipment length and requirements.
- Install underground conduit and/or affix equipment such as a Network Interface Device (NID) to the outside of Customer's home, building or other Service premise.
- The demarcation point for Internet Service is at the Optical Network Terminal (ONT).
- New Service will have equipment installed and fiber pulled to an interior location, main floor location subject to fiber strand length or other installation impediments identified during the installation process.
- Service that is replacing an existing Internet Service, will have new equipment installed as near as practicable to the previous equipment location subject to fiber strand length or other installation impediments identified during the installation process.
- Customer requested installation of equipment location outside of these installation terms will be subject to additional construction and installation charges to be quoted at time of Service order.
- Enterprise Customers require a site visit and installation quote prior to activation of Services.
- Commercial Customers may require a site visit and installation quote prior to activation of Services.

Internet Equipment

An ONT may be located inside or on the outside of the Customer's premises as determined at time of Service activation. An optional Wi-Fi mesh device(s) to extend Wi-Fi coverage in the premise is available for an additional charge. Any CPE provided by the Utility to enable Internet or Voice Services remains the property of the Utility. Neither the use of the CPE by the Customer, nor payment for Services provided by the Utility, constitute an interest in or transfer of ownership of the CPE to the Customer.

Upon termination of Service, for whatever reason, Customer acknowledges that the Customer right to possess and use the equipment provided shall likewise terminate and that Utility reserves the right to collect the equipment, or ask for the equipment to be returned to the local office.

If the Utility provided equipment is damaged, destroyed, lost or otherwise deemed unfit for use, Customer acknowledges that Customer may be charged for the full replacement value of the equipment.

Services Restoration

Excluding conditions beyond the Utility's control, the Utility will begin working on Service interruptions promptly and in no event later than 24 hours after the interruption is reported by or becomes known to the Utility.

Construction and Installation Charges

Construction and installation charges for any class of Service are subject to change.

Construction shall include but not be limited to the laying of underground conduit, placement of equipment, aerial or underground fiber, data center connectivity requirements from any Customer premise or all other requirements for Service to be activated. Enterprise Customers are responsible for the installation, activation and maintenance of network compatible routers to enable Service at Customer location.

The Utility and Customer agree that unless otherwise agreed the demarcation point for an Enterprise Customer will be the Fiber Distribution Panel (FDP) in the telecom room of the Customer premise. Placement of optical line equipment, fiber risers and installation of fiber to individual Service locations if requested for part of the quotable charges.

The Utility quoted construction charges are subject to a deposit amount of 15% prior to work commencing. The Utility may allow some users to pay construction or installation fees in installments by mutual agreement. If Customer cancels or changes Service plans, or Services are terminated before full payment is received for construction or installation charges, the Customer shall make immediate payment of the outstanding balance as of the date of such change or termination.

Wi-Fi

Wi-Fi will be enabled with broadband internet installation. Wi-Fi coverage and quality may vary depending upon the location of the equipment and any physical barriers that may impede the Wi-Fi signal. Wi-Fi may not be re-sold or re-distributed by Customer for any purpose.

Access to Premises

Customers agrees to provide the Utility and authorized employees or agents access to the Service location premise during regular business hours upon reasonable notice. Any work to be completed outside of normal business hours may be subject to additional fees and charges which shall be quoted

to the Customer, with work performed at a mutually agreed time(s). Customer further agrees that during the term of any Service relationship the Utility shall have access to install, connect, inspect, maintain, repair, replace, or remove the Utility equipment. Customer also grants that the Utility may have reasonable access to easements and Utility equipment located on Service location premise or exterior grounds.

Email Service

Email Services are NOT included with the Utility's Internet Service. Customer will need to acquire its own email address as an email address is required for billing and Customer communications purposes.

IP Addresses

Utility Broadband Internet Customers will be provisioned a dynamic IP address. Static IP addresses for commercial and/or enterprise use are available for an additional charge.

1.6

Billing

Payment of Charges

Customers to Utility Services agree to pay all charges associated with the Services that the Customer has purchased. Utility will issue and Customer consents to receive an Electronic bill of the monthly Service charges.

Bill Due Date

The due date of the Customer's broadband internet bill will be shown on the bill and will be at least twenty-one (21) days. Payments received after the due date are considered late, and a penalty charge of 2% shall be imposed as a one-time charge

Bill Payment Options

Customer accounts will automatically default to Electronic Billing. A printed bill statement will not be mailed to Customers, except where specifically requested by the Customer.

Each month Customers will be notified that an e-bill is available for payment. Instructions on how to pay a bill via Utility's online payment Service will be included with the notification.

A valid Customer bank debit or credit card is required to make a payment on the Customer account(s).

Credit card payments are made possible through an arrangement with a third-party billing vendor and a convenience fee may apply.

Customer card payment data is not kept by Utility in order to protect Customer's financial information and must be entered each time payment is made.

In-person account payments may be made at the Customer Service Department located at 1131 Hastings Street, Traverse City, Michigan 49686 during regular business hours.

Customers failing to pay for outstanding balances beyond 90 days may be subject to collection proceedings.

Customer is responsible to report billing errors to Utility. Customer will need to report the disputed dollar amount and the nature of the billing error. Utility shall not be responsible for any billing errors reported 90 days after Customer bill was issued.

1.7

Digital Voice Service Terms, Availability, and Charges

Digital Voice Availability

“Digital Voice” is a digital communications Service where voice communication is converted to IP technology and commonly referred to as Voice over Internet Protocol (VoIP). Digital Voice Service is subject to network availability at the Service address, network latency, overheads, splices, power outages and network or Customer premise equipment conditions in addition to other possible factors.

Digital Voice Services are only available with a Broadband Internet Service from Utility. Digital Voice cannot be purchased separately from a Broadband Internet Service.

Nature of Digital Voice Service

Unlimited calling across the United States, excluding Alaska and Hawaii are included in the monthly price. All long-distance calls to destinations outside of the US contiguous 48 states, including International calls will be charged on a metered basis (per minute) according to the applicable rates. Billing increments applicable to metered calls is 6 seconds for United States calls, 60 seconds for calls to Mexico, and all other including International calls are billed in 6 second increments, after the initial 30 seconds. More information on billing increments and applicable rates can be found on TCLPfiber.org.

Directory Assistance and Operator Assisted calls are subject to additional charges available upon request.

If Customer cancels Service during the term of the agreement, Customer shall be liable for all outstanding non-recurring fees if any, and all recurring monthly fees for each month remaining in the agreement term, prorated for any partial month.

Long distance, directory assistance, operator assisted, and other Service rates can be viewed at TCLPfiber.org.

Digital Voice Service Charges, Taxes, and Fees

Digital Voice Services are charged monthly and are based on the class of Service: Residential, Commercial or Enterprise selected by the Customer and or any additional Services added to Customer account.

Any federal, state or local taxes and fees are in addition to any monthly Service charges and are the Customer's sole responsibility.

Porting an Existing Telephone Number

The Customer is responsible for ensuring that the Customer's existing telephone company releases the Customer's old phone number to the Utility. The Utility will assist the Customer during this transition but

is not responsible for any porting delays. Any balance due charges Customer has with Customer's current telephone provider at the time of number porting are the Customer's sole responsibility.

Service Outages

Service outages, Service suspensions, or Service terminations of Customer's Broadband Internet Service will prevent all Service, including 911 Dialing, from functioning.

Equipment Requirements

VoIP Service requires the use of specific Customer provided equipment.

- An IP Telephone – IP phones look like telephones but are capable of connecting directly to Customer internet connection using a network cable.
- An Analog Telephone Adapter (ATA) – A small device which allows Customer to plug in regular analog telephones to work with voice-over-IP.

The Customer is responsible for acquiring an IP Telephone or an Analog Telephone Adapter (ATA) unless otherwise provided by the Utility. A list of approved IP Telephones and ATAs can be found at TCLPfiber.org.

911 Services

E911 (Enhanced 911) Services are included with Utility Digital Voice.

Utility Digital Voice Service, when used for E911 emergency Services requires providing Customer's location to a public safety officer answering location, emergency dispatch provider, fire services, law enforcement officials, or hospital emergency or trauma care facility. The law may permit the Utility to disclose the location of a device on the Utility network without a Customer's consent to: (1) a Customer's legal guardian or member of a Customer's immediate family; (2) database management Services or information providers solely to assist in delivering emergency services; or (3) a government entity if the Utility reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure without delay.

In consideration of these Services, Customer acknowledges and agrees:

1. To register a valid phone number and verified physical address for each VoIP CPE device upon ordering of voice Service to ensure that public services answering points have Customers most current address information.
2. E911 may not function, or emergency services may be unable to respond without a valid physical address for each Customer of record.
3. E911 may not function during a power outage.
4. Only one location can be registered for a physical address in connection with the Service.



Contact Us

Any questions, comments, or complaints concerning this Policy can be made in person, via email or by phone:

Address: 1131 Hastings Street, Traverse City, Michigan 49686

Phone: (231) 922-4940

Email: CustomerService@TCLPfiber.org