



Internet Terms of Service

HIGH SPEED INTERNET

TERM – This Agreement is for an initial term of 12 months (promotions may differ) and shall automatically renew monthly until terminated in accordance with this Agreement. After the initial term, the customer may terminate the agreement upon (30) days’ notice to South Central Communications (SCC). A cancellation fee may apply. SCC may, in its sole discretion terminate this agreement at any time. In the event SCC terminates this agreement for reasons other than breach of this agreement by the customer, then SCC shall provide (30) days’ notice to customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.

REFUND / ACCOUNT TERMINATION – Customers not completing the contract agreement term will be charged an early termination fee of the lesser of; the total savings in months past or the remaining monthly fees of unfulfilled months in contract. Total savings include, but are not limited to; Installation and free or reduced monthly service. SCC gives customers a 30 day trial period with no early termination fees applied in case of disconnect. Accounts terminated during the first month of service will be charged for an entire month of service. Non-fiber fed customers renting modems must return the equipment (including power cable), in good working condition to SCC within two (2) weeks of disconnecting service or will be billed \$99.00 for the equipment. Fiber fed customers must return the equipment, including but not limited to; power cable and batteries, in good working condition to SCC within two (2) weeks of disconnecting service or will be billed \$270.00 for the equipment.

INSTALLATION & ACTIVATION – All new non-fiber fed accounts will be billed a \$99.00 Installation and Activation Fee (promotions may differ) on their first bill. All new fiber fed accounts will be billed a \$300.00 Installation and Activation Fee (promotions may differ) on their first bill. By signing up for service, Customer gives SCC permission to install service to Customer’s premises. If I am not the owner of the house, apartment or other premises upon which SCC Equipment and Services are to be installed, I warrant that I have obtained the consent of the owner of the premises for SCC personnel and/or its agents to enter the premises. I agree to indemnify and hold the SCC Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys’ fees). Installation may include construction methods such as trenching, boring, etc. Customer understands that this may disrupt landscape and SCC will do its best to return all property to its original status at the time of installation.

ADDITIONAL TERMS – In the event SCC requires access to redistribute the Internet signal to additional customers past the Customer’s premises; Customer gives SCC, within reason authorization to utilize the premises for rights-of-way and relay access points, or Customer may forfeit the right to receive Internet service. Customer’s use of service shall at all times comply with SCC’s then-current Acceptable Use Policy and Privacy Policy.

XPRESS WIRELESS INTERNET

TERM – This Agreement is for an initial term of 12 months (promotions may differ) and shall automatically renew monthly until terminated in accordance with this Agreement. After the initial term, the customer may terminate the agreement upon (30) days' notice to South Central Communications (SCC). A cancellation fee may apply. SCC may in its sole discretion terminate this agreement at any time. In the event SCC terminates this agreement for reasons other than breach of this agreement by the customer, then SCC shall provide (30) days' notice to customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.

REFUND / ACCOUNT TERMINATION – Customers not completing the contract agreement term will be charged an early termination fee of \$99.00 and the total savings in months past. Total savings include, but are not limited to; Installation and free or reduced monthly service. Customer gives SCC authorization to the property to remove wireless equipment mounted to the premises after disconnect. Customers must return the inside of the home equipment (power supply and adapters), in good working condition to SCC within two (2) weeks of disconnecting service or will be billed \$25.00 for the equipment.

INTERNET DATA / USAGE CAPS – All Xpress Wireless Internet connections are subject to a monthly data cap allowance. SCC offers multiple tiers of Xpress Wireless Internet packages. Customers who exceed the monthly data cap threshold for their corresponding package by 125% will have the speed of service reduced to 1.5Mbps for the remainder of the month. Customers who exceed the monthly data cap threshold for their corresponding package by 200% will have the speed of service reduced to 512k for the remainder of the month. Internet usage data cap allowances and speeds of service are reset at the beginning of each month.

INSTALLATION AND ACTIVATION – All new Xpress Wireless Internet accounts will be charged a \$99.00 Installation Fee and a \$35.00 Activation Fee on their first bill. By signing up for service, Customer gives SCC permission to install service to Customer's premises. If I am not the owner of the house, apartment or other premises upon which SCC Equipment and Services are to be installed, I warrant that I have obtained the consent of the owner of the premises for SCC personnel and/or its agents to enter the premises. I agree to indemnify and hold the SCC Parties harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement (including costs and reasonable attorneys' fees).

ADDITIONAL TERMS – In the Event SCC requires access to redistribute the Internet signal to additional customers past the Customer's premises; Customer gives South Central Communications within reason authorization to utilize the premises for rights-of-way and / or for relay / access points, or Customer may forfeit the right to receive Internet service. Customer's use of Service shall at all times comply with SCC's then-current Acceptable Use Policy and Privacy Policy.