



## Terms of Use

Point-broadband.com is the website (“Site”) of Point Broadband, LLC, and its applicable affiliates and subsidiaries (collectively, “Point Broadband”). When we use the terms “we,” “us,” or “our,” we are referring to Point Broadband (collectively, “Point Broadband” or our “Company”).

### Use of the Site

**PLEASE CAREFULLY REVIEW THE TERMS OF USE OF THIS SITE, THE TERMS OF OUR PRIVACY STATEMENT, AND THE TERMS OF OUR OTHER POSTED DOCUMENTS BEFORE USING THIS SITE OR SERVICES FROM OUR SITE.**

By using this Site, including downloading, blogging, or accessing Materials, or otherwise using the Services, you agree to be bound by, and acknowledge your acceptance of these Terms of Use. From time to time, we may update these Terms of Use. We encourage you to periodically review these terms for any material changes. With log-in, or where a log-in is not required, you agree to be bound by all of the provisions of these Terms of Use that are displayed on the Site on the date you use the Site and/or any part of the Service. Your use of the Site, and/or any part of the Service, indicates your acceptance of all of the provisions of these Terms of Use that are displayed on the Site on the date of such use.

### Description of Site and the Service

We may provide, through the Site, Services that include without limitation the:

1. display, performance, provision, and use of: information such as educational, promotional, product, pricing, marketing or other valuable information (“Information”); copyrighted works, photographs, text, music, video, sound, graphics, messages, and other Materials, including Our Materials and Third Party Materials (“Content”); and our and Third Parties’ Intellectual Property;
2. interactive communication through media such as blog; and
3. offering of Services for sale, license, distribution or use.

You can contact us about this Site, or about accessing and changing any personal information you provide at this Site through contact information contained on the Site.

### Ownership of Intellectual Property

We use names, marks, brands, design marks, slogans, logos, designs, trade dress, and trade names on the Site or with the Service (“Intellectual Property”). We own any and all rights, title, and interests, including any rights created by or arising from derivative works of Intellectual Property, the content, and other information displayed and posted on, contained in, and/or provided in connection with, the Site and/or the Service (collectively, our “Materials”). Also, third parties have allowed us to post or use their materials and trademarks on our Site (“Third Party Materials”). We refer to our Materials and Third Party Materials collectively as the “Materials.”

Materials contained on the Site may be copyrighted materials of Point Broadband.

Copyright © Point Broadband, LLC. All rights reserved.



We exclusively own, or have the right to use or license, all intellectual property in the Materials, proprietary information, and know-how used with the Site and Services. We may maintain all of the web pages and blogs of the Site as a collective work under the United States copyright laws and protect the Site and Materials under others' trademark and other intellectual property laws. By using or accessing the Site or Services, you do not acquire any rights, title, or interest in any Materials. The only rights you can gain are those we explicitly grant to you through these Terms of Use. We reserve all rights, title, and interests that we do not expressly grant to you.

You agree not to display, use (including co-branding your own goods or services with our Trademark), remove, or alter our or Third-Party trademarks, content, blog information, or other information without prior written consent. You also agree that any use by you, or on your behalf, of our Intellectual Property, and the goodwill associated therewith, shall insure solely to our benefit.

### **Restriction on Use of Site Information**

Your use of the Site is strictly and exclusively limited to personal, non-commercial use. Your use is also subject to our and third-party intellectual property rights. Except as expressly authorized in these Terms of Use, you agree that:

1. You will not reproduce, edit, modify, rent, license, sell, distribute, mirror, republish, download, transmit, or create derivative works from any Materials displayed on, or made available through the Site, or in connection with the Service, in whole or in part, by any means now known or later developed;
2. You will not modify, decompile, or reverse engineer any part of the software;
3. You will not copy, post, or transmit any Materials that you receive from, access, or retrieve from, the Site or through the Service, to any server, or network of computers;
4. You will not remove or modify any copyright or trademark notice, or other notice of ownership, displayed on, or affixed to, any Materials, Intellectual Property, and blog information including any copies of the licensed Materials that you download and/or distribute; and
5. You will not frame the Site within a mark other than that of Point Broadband.

Any authorized uses of our Materials which are found to be copyrighted, including any authorized reproduction, transmission, broadcast, or adaptations permitted under these Terms of Use, must contain the following Copyright notice:

“Copyright © Point Broadband, LLC. All rights reserved. Used by permission.”

All other copyright notices and trademark notices should be maintained and displayed, as displayed on the Site or on the relevant work, or as otherwise instructed by us.

### **Notice of Claims of Copyright Infringement**

We are committed to respecting the intellectual property rights of other parties, and we ask you, and the other users of our Site and the Service, to do the same. Pursuant to Title 17, United States Code, Sections 512(c)(2) and (3), notifications of claimed copyright infringement for materials displayed, or available, on any of the Site should be sent to Point Broadband's Designated Agent. Our Designated Agent is:

Point Broadband, LLC  
Attn: Legal Department  
1791 O.G. Skinner Drive, Suite A  
West Point, Georgia 31833



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We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

### **Personal Information and Privacy**

As a user of the Site, you can visit certain areas of the Site without revealing any information about yourself. In other parts of our Site, you may be required to provide information. Any information you provide to the Site is referred to as “Registration Data.” We encourage you not to use, submit, or provide any personal or sensitive information beyond what is requested or required for your transactions with us. We shall have no responsibility for use, misuse, loss or alteration of any information (including Registration Data) provided by you. You agree to provide true, accurate, current, and complete information about yourself in Registration Data or other data and materials you provide. It is your responsibility to maintain the security of all passwords, user identification data, and other unique identifiers established in connection with your use of any part of the Site and/or the Service, including any forum such as a blog. Any Registration Data and certain other information about you that we obtain from you through use of the Site are subject to our Privacy Policy. For more information, see our full Privacy Policy.

We are concerned about the safety and privacy of all of our Site’s users, particularly children. This Site is not directed or targeted to children.

### **Rules of Use**

No Virus or Disabling Software. You agree not to post, blog, or distribute any software or other materials that contain a virus, worm, trojan horse or other harmful or disabling code or component;

No Interference with the Site or Service. You agree not to interfere with, or disrupt, the operation of the Site and/or the Service, or with servers or networks connected to, or used in connection with the operation of the Site.

Obey Requirements. You agree not to disobey any requirements, procedures, policies or regulations established by the owners or operators of any networks, hardware, or software connected to, or used in connection with the operation of the Site, or any requirement that we post on the Site.

### **Blogs**

Information and/or content provided on a blog on our Site are for informational or entertainment purposes only and we are not providing medical, legal, tax, or other professional advice. Information about you that we obtain from you through use of a blog on the Site is subject to our Privacy Policy. For more information, see our full Privacy Policy.

We maintain the right but not the obligation to monitor comments and have the right and ability to remove any we deem in our discretion to be inappropriate or offensive. Comments posted by third-parties do not necessarily reflect the positions, opinions, or ideals of Point Broadband, its employees, subsidiaries, or affiliates. As a result, Point Broadband does not represent or warrant the accuracy of any statement made, is not responsible, and does not endorse any opinions expressed on this Site or blog.

### **Liability, Warranties, and Disclaimers**

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, OUR TOTAL/MAXIMUM LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT



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NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR USING THE SERVICE OR ANY PART THEREOF.

THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN “AS IS” BASIS, “WITH ALL FAULTS,” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ALL INFORMATION, CONTENT, MATERIALS, THE SOFTWARE, AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY OUR EMPLOYEES, AGENTS, OR CONTRACTORS SHALL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS OR ERRORS WILL BE CORRECTED PROMPTLY OR AT ALL; AND/OR THAT ANY OF THE SERVICE, INFORMATION, CONTENT, MATERIALS, (AND/OR ANY SOFTWARE, SERVER, COMPUTER, HARDWARE, OR NETWORK RELATING TO THE OPERATION, OR HOSTING OF, ANY OF THE FOREGOING) WILL BE FREE OF VIRUSES, ERRORS, OR HARMFUL COMPONENTS.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS OR MATERIALS IN ANY FORUM.

WHILE WE WILL MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE, ACCURATE, AND COMPLETE.

TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, Point Broadband, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, MANAGING MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, SUCCESSORS, AND ANY PAST, PRESENT, OR FUTURE AFFILIATED ENTITIES SHALL NOT BE LIABLE FOR, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES , OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT YOU WERE ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, ANY OF THE INFORMATION, ANY CONTENT, ANY MATERIALS, ANY BLOG, AND/OR THE SERVICE, OR ANY PART THEREOF.

THIS SECTION SURVIVES AND WILL CONTINUE TO APPLY AFTER THIS AGREEMENT ENDS.

#### **Dispute Resolution**

Informal Negotiation. In the event of any dispute, claim, or controversy arising out of, relating to, or concerning Agreement, You and Point Broadband agree to seek resolution by good faith and informal negotiations. Full particulars in writing must be submitted to Point Broadband within six (6) months after the date of the event giving rise to the dispute, claim, or controversy. No proceeding may be commenced by either You or Point Broadband



before completion of the informal negotiation process. If the dispute, claim, or controversy is not resolved through good faith informal negotiations, You or Point Broadband shall submit a written request for arbitration to the other party invoking the Subsection immediately below titled “Arbitration.” Informal negotiations shall not relieve or reduce the substantive obligations and liabilities of You or Point Broadband or be deemed a waiver by either party of any remedies to which such party is otherwise entitled. No assertion, representation comment, remark, or other statement of You or Point Broadband made in connection with informal negotiations held for or related to settlement purposes shall be introduced into evidence, whether such attempt(s) occurs during a trial, any other evidentiary proceeding, as part of dispositive motions, or otherwise. The statute of limitations with respect to any dispute, claim, or controversy referenced in this section titled “Informal Negotiations” shall be tolled during the time informal negotiations regarding the dispute, claim, or controversy are pending.

**Arbitration.** You and Point Broadband agree that any claim, controversy, or dispute arising out of, relating to, or concerning the terms, construction, interpretation, performance, termination, breach, or enforceability of the Agreement, including the scope or applicability of Agreement to arbitrate, that are not resolved through informal negotiation as described above in the Subsection titled “Informal Negotiation” shall be settled by arbitration administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Arbitration Rules as then in effect, except to the extent such rules vary from the following provisions. The arbitration shall be conducted by one independent and impartial arbitrator, appointed by the AAA (the “Arbitrator”). The arbitration proceedings shall be held in Lee County, Alabama unless the Parties agree to another location. The Arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction. The Arbitrator's award shall be in writing, signed by the Arbitrator and delivered to the parties hereto and shall contain a concise statement regarding the reasons for the disposition of any claim. To the extent permissible under applicable law, the award of the Arbitrator shall be final. Except as necessary in court proceedings to enforce this arbitration provision or any award rendered hereunder, or to obtain interim relief, neither party hereto nor the Arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties hereto. The judgment of the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. These arbitration provisions shall be enforced to the fullest extent permitted by applicable law.

**Waiver.** THIS AGREEMENT AFFECTS YOUR ABILITY TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDINGS. Disputes, controversies, or claims arising out of, relating to, or concerning the Agreement may not be brought as a plaintiff, member, or claimant in any purported class, collective, or representative basis, or private attorney general action but must be brought only in your individual capacity to be arbitrated as described in the Subsection titled “Arbitration.” There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, representative proceeding, or private attorney general action, or as a member in any purported class, collective, representative proceeding, or private attorney general action (“Class Action Waiver”); the arbitrator's authority to resolve and make written awards is limited to disputes, controversies, or claims between you and Point Broadband alone. Notwithstanding any other provision of these Terms of Use or the AAA Rules, disputes regarding the validity, enforceability, or breach of the Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute, controversy, or claim is filed as a class, collective, representative proceeding, or private attorney general action and (2) a court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative proceeding, and/or private attorney general action to that extent must be litigated in a court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. However, Point Broadband may lawfully seek enforcement of these Terms of Use and the Class Action Waiver under the Federal



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Arbitration Act and seek dismissal of such class, collective, representative proceeding, or private attorney general action. The Class Action Waiver shall be severable in any case in which the dispute, controversy, or claim is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

THIS SECTION SHALL NOT APPLY TO ACTIONS FOR THE COLLECTION OF DEBTS YOU OWE US.

### **Indemnification**

Except as provided in the section titled Dispute Resolution, with respect to arbitration proceedings between You and Us, You agree to indemnify and hold harmless Us, Our officers, directors, managers, members, managing members, employees, agents, and shareholders, from and against all costs, losses, claims, actions, proceedings, demands, liabilities, and suits of any kind or nature, including reasonable attorney's fees and costs which arise out of, or relate to, or are attributable to, all act or omission by You, including any negligent or intentional acts, and any act not authorized under the terms of the Agreement.

### **Governing Law, Jurisdiction, and Venue**

Irrespective of the actual place of execution or performance of the Agreement, the Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the U.S. and the State of Alabama, regardless of any choice of law or conflict of law rules that would otherwise result in the application of the laws of any other jurisdiction. However, notwithstanding this section titled "Governing Law, Jurisdiction, and Venue", the arbitration agreement set forth above shall be governed by the Federal Arbitration Act. Except for arbitration, the mandatory, exclusive jurisdiction and venue for any action between the Parties, whether based on, arising out of, related to, or concerning the Agreement, the transaction(s) contemplated herein, or any other relationship between the Parties, shall lie solely, specifically, and exclusively in the U.S. Federal courts in the Middle District of Alabama, Eastern Division or, when appropriate, in the State Circuit Court in and for Lee County, Alabama. These Parties hereby irrevocably consent to the mandatory, exclusive jurisdiction of and venue in these courts. Nothing herein contained shall preclude or in any way prohibit Us from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to affect the collection of sums due.

### **No Jury**

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, ALL RIGHT TO TRIAL BY JURY OF ANY DISPUTE, CLAIM, OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, RELATING TO, OR CONCERNING THE AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREIN, OR ANY RELATIONSHIP BETWEEN THE PARTIES, IN ANY ACTION, PROCEEDING OR LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT, TORT, STATUTORY, REGULATORY OR OTHER TYPES OF RIGHTS OR CLAIMS. EACH OF THE PARTIES HERETO AGREES, THEREFORE, THAT SHOULD EITHER PARTY BRING AGAINST THE OTHER ANY CLAIM OR CAUSE OF ACTION NOT SUBJECT TO SECTION TITLED DISPUTE RESOLUTION, ABOVE, SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A JUDGE WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED AS TO ANY ACTION, CLAIM, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY



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TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE AGREEMENT.

### **Waiver**

The waiver by either party to the Agreement of a breach or violation of any provision of the Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or another provision hereof.

### **Statute of Limitations Waiver**

EXCEPT AS SPECIFICALLY PROHIBITED BY LAW, EMPLOYEE AGREES THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, RELATING TO, OR CONCERNING THE AGREEMENT OR THE PARTIES' EMPLOYMENT RELATIONSHIP MUST BE COMMENCED UNDER THE SECTION TITLED "DISPUTE RESOLUTION" NO MORE THAN SIX (6) MONTHS AFTER THE DATE OF THE EVENT GIVING RISE TO THE ALLEGED DISPUTE, CLAIM, OR CONTROVERSY.

EMPLOYEE HEREBY WAIVES ANY STATUTE OF LIMITATION TO THE CONTRARY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR EMPLOYEE'S EMPLOYMENT WITH Point Broadband REGARDLESS OF ANY OTHER PROVISION OF THE AGREEMENT.

### **General**

These Terms of Use, as may be amended by us from time to time without notice, constitute our entire agreement with respect to your use of any of our Site and the Service and the subject matter hereof, and supersedes and replaces all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to your use of the Site and the Service. You cannot amend or alter the terms of these Terms of Use. These Terms of Use, including a license, are personal to you, and neither can be assigned by you. You agree not to allow any other person to access and/or use any of the Site or the Service unless such other person agrees to be bound all of the provisions of these Terms of Use and obtain the prior written consent of Point Broadband. You further agree to assume all responsibility and liability arising from any third party access to, or use of, any of the Site and/or the Service (a) using, or under, any of your accounts, or any of your passwords; and (b) that you permit, knowing that such third party has not agreed to be bound by all of the provisions of these Terms of Use. Subject to Section titled "Dispute Resolution," above, which governs the Class Action Waiver, if any one (1) or more of the other terms, provisions, promises, covenants, or conditions of these Terms of Use shall be adjudged to any extent invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, the basis of the bargain is not destroyed, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants, and conditions of these Terms of Use or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Further, subject to Section titled "Dispute Resolution," above, which governs the Class Action Waiver, to the extent any other provision of this Agreement is in violation of applicable law, then you and Point Broadband agree to negotiate in good faith to amend the Terms of Use, to the extent possible consistent with its purposes, to conform to law. Although this Site is accessible worldwide, not all services discussed or referenced in this website are available to all persons or in all geographic locations or jurisdictions. We reserve the right to limit the availability of this Site and/or the provision of any service to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion.



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### **Plume**

If your Services include Plume, your use of the Services shall also be governed by Plume's Terms of Use found here - <https://www.plume.com/legal/terms>. If any provision of these Terms of Use is inconsistent or conflicting with Plume's Terms of Use, the following order of priority applies: (1) Point Broadband's Terms of Use; (2) Plume's Terms of Use.

*Last Revised: May 1, 2019*