



HomeWorks Connect
7973 E. Grand River Ave.
Portland, Michigan 48875

phone: 1-800-668-8413
fax: 517-647-4856
www.homeworks.org

TERMS AND CONDITIONS OF SERVICE AGREEMENT (Telephone Services)

By signing this agreement and the installation work order for telephone services, including but not limited to high speed telephony (“Services”) provided by HomeWorks Connect (HomeWorks), you (Customer) acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below.

- 1. SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services, set forth on the installation work order, for a minimum of 12 months. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by HomeWorks including, but not limited to, charges for installation and equipment.
- 2. SMARTHUB.** Customer is required to complete the SmartHub registration process following the in-home installation. HomeWorks does not send a paper bill. All monthly bills will be distributed and available only through SmartHub. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
- 3. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer understands that HomeWorks may require a security deposit and/or issue an administrative late fee (Late Fee) for monthly charges not paid by the stated due date. The Late Fee is a reasonable estimate of costs to manage past due accounts. If Service is disconnected, HomeWorks may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer’s check is returned for insufficient funds, HomeWorks may impose a service charge up to \$50.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay HomeWorks for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- 4. OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** “Equipment” includes all Equipment installed by HomeWorks in or on Customer premises including, without limitation, inside or outside optical network terminals (Units) and wiring. This equipment and other HomeWorks property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of HomeWorks Connect. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the outside Units by HomeWorks or return of the inside Units by Customer. Customers agree to pay any inside Equipment lease charges associated with the Service, if inside Equipment is chosen. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to HomeWorks within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to HomeWorks for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer’s control, Customer shall be liable to HomeWorks for the full replacement cost for any unreturned or damaged Equipment. Further, Customer understands and agrees that HomeWorks may charge the payment method on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 5. TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets, or remove from the Equipment any markings or labels. Equipment cannot be removed from Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen

while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.

6. **TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Service upon completion of a minimum 12 months of service. An early termination fee may apply if service is terminated prior. Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by HomeWorks up to the time the account has been de-activated and all inside Equipment has been returned.
7. **THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from HomeWorks Connect.
8. **TERMINATION OF SERVICE BY SERVICE PROVIDER.** HomeWorks will give Customer five (5) days' prior notice of disconnection of all or part of Service, unless the disconnection is requested by Customer. If Customer's bill is not paid after notification is received, HomeWorks may disconnect Service. Upon termination for any reason, HomeWorks may charge additional fees on any unpaid balance. Further, Customer understands and agrees that HomeWorks may charge the payment method on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law. Termination of Service may result in the permanent loss of Customer's assigned telephone number.
9. **VOLUNTARY SUSPENSION OF SERVICES (VACATION POLICY).** HomeWorks may allow Customer to voluntarily suspend services during the agreement term. For the full policy, visit our website at www.homeworks.org or contact HomeWorks Connect.
10. **CHANGES IN SERVICE/CHARGES.** HomeWorks may change or eliminate Services and charges, in conformity with applicable law. Otherwise, HomeWorks will give Customers 30 days' notice of increases or other changes in charges or Services.
11. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where HomeWorks completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing HomeWorks with written consent from both parties (unless proof is provided that previous party is deceased).
12. **SERVICE AND REPAIRS.** HomeWorks will make reasonable efforts to maintain its system and respond to service calls in a timely manner. HomeWorks will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.
13. **ACCESS ON PREMISES.** As a condition of receiving services, Customer authorizes HomeWorks to enter premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to HomeWorks a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace outlets, transmission lines and all other Equipment necessary to provide Services to Customer and others.
 - If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such access and easement to HomeWorks, or that he/she has obtained consent from the owner of the premises for HomeWorks to install and maintain Equipment as indicated on work order.
14. **PRIOR ACCOUNTS.** Customer warrants that no monies are owed to HomeWorks from previous

accounts with HomeWorks Connect. If HomeWorks finds a prior account with Customer where money is owed to HomeWorks, then HomeWorks may apply any funds received to that prior account.

15. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES. SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. HOMEWORKS DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

- a. HomeWorks makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.
- b. Limitation of Liability: HomeWorks shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of HomeWorks, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- c. Customer Exclusive Remedy: HomeWorks' entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by HomeWorks of any obligation HomeWorks may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall HomeWorks Connects' liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 30 day period.

16. CUSTOMER INDEMNIFICATION. Customer is responsible for and shall defend, indemnify, and hold harmless HomeWorks and its employees, affiliates, suppliers, agents and contractors, and shall reimburse HomeWorks for any damages, losses or expenses (including, without limitation, reasonable attorney's fees and costs) incurred by HomeWorks in connection with any claims, suits, judgments and causes of action arising out of:

- a. customer use of the service or equipment;
- b. violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights arising from customer use of the service or any unauthorized apparatus or system; and
- c. customer breach of any provision of this agreement.

17. SERVICE INTERRUPTIONS. HomeWorks assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strikes or weather. However, credit adjustments will be determined on a case by case basis.

18. INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between HomeWorks facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet access data through the public internet as such speeds are impacted by many factors beyond control of HomeWorks Connect. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computer or device and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer's on-line experience, including ability to view streaming video, and speed of downloads. Except as otherwise provided by law, HomeWorks reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

19. INTERNET USE. Customer understands that use of Services is subject to HomeWorks Acceptable

Internet Use Policy, which may be amended from time to time. This policy can be found at online at HomeWorks.org or by contacting HomeWorks Connect. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. HomeWorks assumes no responsibility and disclaims any liability for the security of any information on Customer's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. HomeWorks has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.

20.TROUBLESHOOTING.Contact tech support at 800-668-8413, at any time, for service issues relating to internet and telephone.

21.COMPLIANCE WITH AGREEMENT. HomeWorks reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services.

22.BASIC 911/ENHANCED 911 (E911 SERVICE). You will have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address may be sent to the local emergency center assigned to your location. Emergency operators may have access to the information they need to send help and call you back if necessary. We do not have control over emergency operators nor can we guarantee that a 911 call will be routed to the correct operator. Customers in locations where the emergency center is not equipped to receive their telephone number and address may have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. You authorize us to disclose your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

- a. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize the services and/or products we provide under this Agreement of the important differences in and limitations of your phone service as compared with basic 911 or E911. The documentation that accompanies each telephone device will include a sticker concerning the potential non-availability of basic 911 or E911 (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each device, to place the 911 Sticker as near as possible to each phone that you use with the service. If you did not receive a 911 Sticker with your telephone device, or you require additional 911 Stickers for phone devices we do not provide, please contact our customer care department at 1-888-538-3960 for additional 911 Stickers which we will provide for no additional cost.
- b. **Location of Service.** This service is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if service can be provided at your new permanent address. Service will only be provided at locations where E911 or basic 911 connectivity are available.
- c. **Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with our service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.
- d. In the event of a power failure, network backup power systems are in place. The device providing service also provides limited battery backup. Excessive use during a power outage will result in shortened life of the internal battery. The device will provide indication of low battery voltage. You should notify us for instructions or replacement. Failure of network power backup systems or the telephone device's internal backup system during a power failure or disruption

will prevent all service, including 911 dialing from functioning. 5.2.5. Service outages, suspensions or disconnections of your broadband service will prevent all service, including 911 Dialing, from functioning. SUCH OUTAGES MAY OCCUR FOR A VARIETY OF REASONS, INCLUDING, BUT NOT LIMITED TO, THOSE REASONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.

- e. Service outages due to disconnection of your account will prevent all service, including 911 Dialing, from functioning.
- f. Other third party transport providers may intentionally or inadvertently block the ports over which the service is provided or otherwise impede the usage of the service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your service, including the 911 Dialing feature, may not function. You acknowledge that we are not responsible for the blocking of ports or any other impediment to your usage of the service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the service, you will continue to be responsible for payment of the service charges unless and until you disconnect the service in accordance with this Agreement.
- g. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. HomeWorks Connect does not have any control over whether, or the manner in which, calls using 911 dialing service are answered or addressed by any local or national emergency response center. HomeWorks Connect and our suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. HomeWorks Connect and our suppliers rely on third parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. HomeWorks Connect and our suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER HOMEWORKS CONNECT, OUR SUPPLIERS, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO 911 DIALING SERVICE. Subscriber shall defend, indemnify, and hold harmless HomeWorks Connect and our suppliers, our officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Subscriber in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.
- h. If you are not comfortable with the limitations of the 911 dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the service.

Internet services are not regulated by the Michigan Public Service Commission.

HOLD HARMLESS AGREEMENT

Name: _____

Address: _____

I waive, release, and hold harmless HomeWorks Connect (HomeWorks) from any and all responsibility due to damage to any and all under and above ground facilities up to and including: secondary electric, water, phone, gas, septic, yard, garden, driveway, well head, and fence; and shall indemnify HomeWorks from any liability arising therefrom.

I understand it is my sole responsibility to mark personal underground facilities such as a septic tank or drain field. These items are not marked or protected by Miss Dig.

Refusing to sign this agreement will delay the installation of HomeWorks fiber internet until accommodating arrangements can be made.

I have personal underground facilities and understand the agreement above.

I do not have personal underground facilities and understand the agreement above.

Sign Name: _____

Print Name: _____

Date: _____

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**TERMS AND CONDITIONS AGREEMENT
SIGNATURE PAGE**

By signing below, Customer confirms understanding of, and agreement with, all terms and conditions contained in this agreement, and the Acceptable Internet Use Policy.

Further, Customer understands that fiber service requires active electric service at Customer location and if an electrical service outage occurs, the fiber optic service, including all telephone services (if elected), may not function.

Date: _____ Account Number: _____

Customer Signature: _____

Print Name: _____

Service Address:

Email Address:

Phone Number:

THIS IS AN IMPORTANT CONTRACT DOCUMENT. PLEASE RETAIN THIS AND ALL ACCOMPANYING DOCUMENTS AND STORE THEM WITH OTHER IMPORTANT PAPERS.

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