

brmemc.com/fiber

Terms of Agreement for Residential Fiber-Optic Services

broadband@brmemc.com

Customer Name:		Date:		
Email:				
Physical Address:				
Billing Address:				
Phone Number (1):		Phone Number (2):		
DOB: SSN: BRMEMC Account Number:				
IIGH SPEED FIBER-OPTIC INTER	NET	MULTI-GIG FIBER-OPTIC INTERNE	ЕΤ	
Up to 1G/1G PLATINUM \$109.95/month ncludes BRMEMC SmartFi service and Gigaspire router. For the Gamer + Multi-Streamers household Up to 500M/500M ULTRA \$99.95/month for the Smart Homes + Multi-Devices household Up to 250M/250M PREMIER \$75/month for the Work-from-Home and School-Age household Up to 100M/100M LIGHTNING \$59.95/month for the Streaming household Up to 75M/75M ULTIMATE \$49.95/month for the Online Shoppers Up to 50M/50M PREMIUM \$42.95/month for the Casual household		Up to 2.5G/2.5G TITANIUM \$164.95/month Includes BRMEMC SmartFi service and Gigaspire router. Up to 5G/5G ELITE \$349.95/month Up to 8G/8G INFINITE \$474.95/month For the Ultimate User With Multi-Gig Fiber-Optic Internet, the NID is provisioned at the speed selected. These speeds are not meant to be utilized with one singular device, as most devices are not capable of supporting multi-gigabit bandwidth. Most speed-test servers are not equipped to test at multi-gigabit speeds. After verifying the provisioning and the status of the NID, these packages will not be troubleshot further with any speed issues. The 5G/5G and 8G/8G packages will need subscribers to provide shielded Ethernet between the BRMEMC-installed NID and subscriber gateway that is capable of the selected speeds.		
The only equal upload and download speed No speed throttling or lag, and no data caps 100% fiber-optic network, locally owned 24/7 technical support No BRMEMC added taxes and fees The mountains fastest and nost reliable internet service.	Speeds	BRMEMC SmartFi Add-On (Optional BRMEMC SmartFi \$14.95/month With BRMEMC SmartFi, BRMEMC will manage, maintain and support BRMEMC installed wireless devices. There are no upfont costs and no service fess.	in	
8 Gig				

(706) 379-3121

TELEPHONE SERVICE (OPTIONAL)	
VOICE UNLIMITED \$44.95/month Includes local calling plus unlimited nationwide long distance, and all residential phone features*.	0
VOICE LIMITED \$29.95/month Includes local calling and all residential phone features*.	O
*Residential phone features include: authentication; basic call logs; call forward always on; call forward return; call waiting; customer originated trace, caller ID; last number return (*69); 3-way calling; speed of	•
OPTIONAL ADD-ONS	
STATIC IP ADDRESS \$65/month	\bigcirc
INSIDE WIRE MAINTENANCE** \$1.50/month **Covers costs associated with correcting any issues with BRMEMC-installed wiring. Does not cover this	rd-party wiring issues.
ONE-TIME FEES	
BASIC SERVICE INSTALL*** \$75	
PHONE ACTIVATION FEE \$35	
***Includes (1) Cat-5 ethernet cable or fiber-optic cable to computer or router; or (1) phone line connection Installation is to an outside or inside NID near the electric meter base, and includes up to 50 feet into possible (1) wall/floor penetration.	
Agreement Information	
Offer available to residential customers only. Business packages available by request. By sig continue services month to month until the agreement is cancelled by either party. Customer any time. Acceptance of Terms of Service (Terms) and Acceptable Use Policy (Policy) (as post required, and by virtue of signing this document customer agrees to bound to said Terms and begin on the date of BRMEMC connection date and charges will be prorated on the first monoutside or inside NID near the electric meter base or other locations agreed upon by both paran estimate will be provided to customer. Customer grants BRMEMC the right to construct, of fiber-optic lines and associated pedestals, or other apparatus necessary for such installations convey and land, but merely grants an easement for such fiber-optics facilities. The benefits installations shall inure to any successors and/assignees of BRMEMC or the customer. By signing below, I (Customer) have read, understand and agree to the initial/monthly charge Services (page 2) and the Underground Electric and/or Fiber Service Agreement (page 5). If I have read, understand, and agree to the Letter of Authorization to Change Service Provider Agreement for BRMEMC Enhanced Voice (page 4).	may change data packages at ted on brmemc.com/fiber) is d Policy. Broadband charges of this bill. Installation is to an erties. Prior to inside installation perate, access and maintain so. The undersigned does not and considerations of fiber-optic des associated with Fiber-Optic l elect to have phone service,
Customer Signature(s)	Date

LETTER OF AUTHORIZATION TO CHANGE SERVICE PROVIDERS

DATE:	_
TO:	_
RE: SERVICE CHANGES:	
This letter authorizes ETC Communications	Inc.
224 Dalton Street Ellijay, Georgia	
Telephone #800-660-6826 to verify your tel	e-communication services
Provided by, and to phone services to ETC Communications Inc.	schedule, coordinate, and change
phone services to ETC Communications Inc	
Name (printed):	
Business Name:	
Address:	
City:State	e:Zip code:
Telephone Numbers:	
Account number	

Please return this form in full to transfer an existing phone number over to BRMEMC.

SUBSCRIBER AGREEMENT BRMEMC ENHANCED VOICE

SOME IMPORTANT INFORMATION ABOUT BRMEMC's ENHANCED PHONE SERVICE POWERED ETC Communications

Thank you for choosing BRMEMC Enhanced Voice powered by ETC Communications, a voice over Internet protocol service. The rates, terms and conditions under which ETC Communications ("ETC") will provide its Voice Service to you can be found at www.brmemc.com or by contacting BRMEMC at (706) 379-3121.

In addition, The Federal Communications Commission requires that ETC notify you about certain limitations on ETC's E911 service:

YOU MUST PROVIDE YOUR CORRECT ADDRESS. If you do not correctly identify the address where your multimedia terminal adaptor ("MTA") is located, or if you move the MTA away from the original address, your emergency calls may be routed to the wrong emergency authority, or emergency personnel may be misdirected to the wrong address. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE THE RESPONSIBILITY TO IMMEDIATELY NOTIFY ETC, THROUGH ITS AGENT, BRMEMC (Blue Ridge Mountain EMC) OF ANY CHANGE IN YOUR SERVICE ADDRESS. You must not relocate the MTA to a different address. If you change residences, you must contact BRMEMC at (706) 379-3121 for information on whether the ETC Voice Service can be transferred to your new residence and what the relocation will cost. If you wish to disconnect the ETC Voice Service, you must contact BRMEMC for information on the necessary procedures.

THERE MAY BE A DELAY UNTIL YOUR ADDRESS IS ENTERED IN THE E911

<u>DATABASE</u>. When you initially order service, or if you notify BRMEMC of a change in your service address, there may be a delay before the address or change in address is entered in the E911 database seen by the emergency service provider.

<u>INFORMATION.</u> If you are using a non-native telephone number (a telephone number from a different exchange than the one in which you are using the ETC Voice Service), emergency authorities or personnel may be unable to determine the location from which you are calling.

<u>POWER OUTAGES MAY DISRUPT YOUR E911 SERVICE</u>. Your Multimedia Terminal Adaptor ("MTA") includes a battery backup at request that provides up to 6 hours of backup power in the event of a power outage. The MTA must be plugged in to maintain a charged battery. YOU EXPRESSLY ACKNOWLEDGE THAT YOU WILL NOT BE ABLE TO PLACE OR RECEIVE CALLS, INCLUDING CALLS TO ACCESS EMERGENCY 911

SERVICES, IF YOU ARE EXPERIENCING A POWER OUTAGE AND THE BATTERY POWER ON YOUR MTA RUNS OUT.

BROADBAND CONNECTION FAILURE WILL DISRUPT YOUR E911 SERVICE. YOU EXPRESSLY ACKNOLWEDGE THAT YOU WILL NOT BE ABLE TO PLACE OR RECEIVE CALLS, INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES, IF BRMEMC OR ETC IS EXPERIENCING AN OUTAGE IN ITS NETWORK.

YOUR E911 SERVICE WILL NOT WORK IF YOUR MTA, OR OTHER EQUIPMENT REQUIRED FOR THE ETC VOICE SERVICE IS IMPROPERLY INSTALLED OR CONFIGURED.

Acknowledgement

I am at least 18 years old and am the person responsible for making decisions about voice services in this household. I have read the document titled "Some Important Information about ETC Communication's E911 Service," including the limitations on ETC's E911 service. I understand and acknowledge these limitations.

For additional assistance, you may contact our Customer Service Department by phone at (706) 379-3121 or by mail at BRMEMC, PO Box 9, Young Harris, GA 30582.

UNDERGROUND ELECTRIC AND/OR FIBER SERVICE

- 1. Whereas, Applicant has applied to the Cooperative for underground electric and/or fiber.
- 2. Whereas, the conditions for such service are stipulated in Cooperative's Policy Bulletin No. 326, included by reference thereto as a part of this agreement and with which the applicant acknowledges he is familiar, particularly the General Conditions attached hereto; and,
- 3. Whereas, in keeping with said Policy, the Applicant agrees to make a cash contribution, in advance of construction.

NOW, THEREFORE, the Cooperative does hereby agree to make such underground installation in keeping with its own plans and specifications and at a time convenient to the Cooperative, which convenience includes availability of materials and equipment, favorable weather conditions and prior commitments.

This agreement is binding for current and all future applications for underground electric Service. IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures as of the year and date first above written.

POLICY BULLETIN NO. 326

SUBJECT: UNDERGROUND SERVICES - EXTENSION POLICY

The Cooperative will extend underground service, upon request, to its consumers under the following conditions:

GENERAL CONDITIONS (applicable to all underground installations)

- A. All charges required to be paid under the terms of this policy will be payable in advance or by credit arrangements satisfactory to the Cooperative. After the line is constructed no refund of contributions will be made by the Cooperative.
- B. Where it is necessary to trench along roads, streets or drives (due to inadequate right- of-way, etc.), or where water lines, sewer lines, shrubs, trees and grass sod are subject to damage during underground installations, the Cooperative will not be responsible for damage, replacement or repair resulting from or required as a result thereof.
- C. Underground installations will be made with the understanding that, should it be necessary to uncover the cable for maintenance and/or repair, the Cooperative will use reasonable care and diligence to preserve and protect water lines, sewer lines, sod, shrubs, trees, driveways, etc., but will not be responsible for loss of or damage to natural or manmade objects, including but not limited to water lines, sewer lines, sod, shrubs, and trees, or replacement of paving.
- D. Where, due to rock that cannot be moved by standard excavating equipment, the owner or developer shall be charged by the Cooperative the actual cost of drilling and blasting through affected area. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the owner or developer.
- E. If the applicant requires outdoor area "Security" lighting as provided for under Rate Schedule LS, applicant will be required to pay a security light installation fee and any additional cost resulting from underground installations according to Policy Bulletin No. 336.
- F. The provisions of Policy Bulletin No. 320 concerning acquisition of "Right-of-Way Easements" apply to extensions made under this policy.

Orig. 02/71

Rev. 07/74; 07/81; 10/84; 08/85; 11/85; 08/86; 02/91