

## **GLOBAL TERMS AND CONDITIONS**

**1. INTRODUCTION.** This document, Global Terms and Conditions (“GTC”), constitutes part of, is incorporated into, and should be read in conjunction with the Fiber Optic Service Agreement (“Agreement”) applicable to access to OzarksGo, LLC’s (“OzarksGo”) fiber optic network (“Service”) requested by an individual or entity (“Subscriber”).

READ THE AGREEMENT CAREFULLY. ALL OF THESE TERMS AFFECT SUBSCRIBER’S LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING OZARKGO’S LIABILITY AND REQUIRING MANDATORY ARBITRATION OF DISPUTES.

**2. AGREEMENT.** Subscriber agrees to be bound by the Agreement and to use the Service in compliance with the Agreement. If Subscriber does not agree to all the terms and conditions of the Agreement, including any future revisions, Subscriber shall not use the Service and must cancel Service immediately. Certain provisions of the Agreement will survive cancellation or termination.

**3. OZARKSGO’S RIGHT TO MAKE CHANGES.** OzarksGo may, in its sole discretion, change, modify, add or remove (collectively “Revisions”) portions of this GTC, including the Acceptable Use Policy referenced herein (“AUP”), at any time. OzarksGo shall give Subscriber notice of any Revisions that OzarkGo determines, in its sole discretion, to be material to Subscriber’s Service or the Agreement, and shall be deemed given when: (a) transmitted to Subscriber’s email address; or (b) mailed as a letter, bill message, bill insert, postcard or other notice via the US mail to Subscriber’s last known address; or (c) delivered by hand to Subscriber. All Revisions shall be posted on OzarkGo’s website at [www.ozarksgo.net/terms](http://www.ozarksgo.net/terms). The revised GTC or AUP will be effective immediately upon notice of the Revisions being mailed, emailed, or hand delivered. Any revised GTC or AUP will supersede any prior version of same. Subscriber's continued use of the Service following such notice shall be deemed as Subscriber's acceptance of any Revisions. If Subscriber does not agree to the Revisions, Subscriber only recourse will be to cancel Service as set forth within the Agreement. Subscriber may not modify the Agreement, this GTC or the AUP by making any typed, handwritten, or other changes to same for any purposes.

**4. SUBSCRIPTION.** Subscriber must be at least 18 years of age, and have legal authority to enter into the Agreement. Subscriber represents that all information provide during the subscription process is accurate and complete and that Subscriber will update such information with OzarksGo should any such information change.

**5. PRICING.** Current installation prices and monthly fees for each Level of Service offered by OzarksGo are posted on OzarksGo’s website at [www.ozarksgo.net](http://www.ozarksgo.net). After a Subscriber has satisfied the initial 12 month minimum term, OzarksGo reserves the right to change prices and institute new fees at the beginning of each month-to-month calendar period. If Subscriber does not agree with any changes in prices or new fees, Subscriber may cancel Service in compliance with the Agreement. Any upgrades to existing service may incur additional installation charges.

**6. PAYMENT OBLIGATIONS OF SUBSCRIBER.** Subscriber’s installation fee shall be paid the earliest of the due date as set by OzarksGo or the date Service is made available. The monthly Service fee will begin upon the date Service is made available. Service is offered and billed in full calendar month increments. Excepting the first month of service, which will be pro-rated, no refunds will be given for partial months of Service. Subscriber is responsible for all charges to Subscriber’s account. All charges are considered

valid unless disputed in writing within 30 days of the billing date. Adjustments will not be made for charges that are more than 45 days old. Default in payment, including failure to timely pay may, at OzarksGo's sole discretion, result in late fees or disconnection of the Service, or both.

**7. EQUIPMENT.** Depending on Level of Service available to and selected by Subscriber, certain equipment will be required for Service. This equipment may include an Optical Network Terminal, in-home fiber cable, DVR set-top box, non-DVR set-top box, wi-fi extender, gigabit switch, power strip, battery back-up unit, and remote controls (the "Equipment"). OzarksGo will provide Subscriber with the Equipment, which shall at all times remain the property of OzarksGo, shall not be tampered with, and upon termination or cancellation of Service shall be returned to OzarksGo in the same condition as existed at the time of delivery, reasonable wear and tear excepted, within ten days from the date of termination or cancellation. All Equipment must be returned to an OzarksGo business address, which can be found on OzarksGo's website, [www.ozarksgo.net](http://www.ozarksgo.net). Failure to return the Equipment to OzarksGo within ten days will result in Subscriber being liable for and charged the cost of the Equipment.

**8. CANCELLATION.** Subscriber may cancel Service only as follows:

- a) Telephone Cancellation: 479-684-4900.
- b) Email: [support@ozarksgo.net](mailto:support@ozarksgo.net)
- c) Mail Cancellation:

OzarksGo  
Cancel Service  
PO Box 1368  
Fayetteville, AR 72702

Cancellation by email or mail must include the Subscriber's name, account number, address, telephone number, and date of desired cancellation.

**9. AUTHORIZED USER.** Subscriber and members of Subscriber's household, including guests of Subscriber, are the only authorized users of the Service and must comply with the Agreement. Subscriber may not sell, transfer, lease, encumber or assign all or part of the Service. If Subscriber installs a wireless router, no one outside of Subscriber's household may access the Service through Subscriber's account. Subscriber is responsible for all traffic coming into or from Subscriber's account even if it is an unauthorized user. Subscriber shall assure that any use of the Service complies with all applicable laws, regulations and rules. This limitation on authorized users includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business's own purpose (e.g., employee email, basic business website for marketing).

**10. INSTALLATION.** Installation of the Service means that Service has been made available to Subscriber, which, depending on the Level of Service available to and selected by Subscriber, may include access to a data, voice, or video connection. OzarksGo cannot guarantee that the Service can be provisioned to a specific location. OzarksGo may, in its sole discretion, accept or reject any potential Subscriber. Because of the complex nature of the Service, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. Where, after installation has begun for a Subscriber, it is learned that Service is not reasonably possible, OzarksGo will cancel the installation process and refund any money Subscriber paid for installation.

**11. ACCESS TO SUBSCRIBER'S PREMISES.** Subscriber shall allow OzarksGo and its agents the right to enter Subscriber's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and Equipment. Subscriber shall allow OzarksGo use of Subscriber's real property to extend Service to adjacent subscribers. When reasonably possible, all service extensions will follow any existing utility easements. Subscriber warrants that Subscriber is either the owner of the real property and premises or has the authority to grant OzarksGo access to same.

**12. CREDIT INQUIRIES.** Subscriber authorizes OzarksGo to make inquiries and to receive information about Subscriber's credit experience from others, to enter such information into Subscriber's file, and to disclose such information to appropriate third parties for reasonable business purposes. Subscriber further authorizes and consents to OzarksGo reporting any late payment or non-payment of any Service Fees by Subscriber to credit grantors or credit reporting agencies.

**13. OZARKSGO'S USE OF EQUIPMENT.** Subscriber agrees and understands OzarksGo may utilize the Equipment provided by OzarksGo to the Subscriber to extend coverage of the fiber optic network for OzarksGo's or other subscribers' use. Such use will utilize an account and network independent of the Subscriber's Service and will not impede or restrict Subscriber's Service.

**14. GENERAL RESTRICTIONS ON THE SERVICE.** The Service speeds and quality identified in OzarksGo's marketing materials and other communications reflect Service speed and quality capability and are dependent upon the Level of Service selected and available. The high-end of the speed or quality range for Service represents the potential wired maximum speed and quality capability for a Level of Service, but is not a statement or guarantee of the maximum speed or quality Subscriber will receive. OzarksGo may contract with third parties to provide portions of the Service.

**15. MONITORING THE SERVICE.** OzarksGo has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if OzarksGo, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Subscribers. OzarksGo may immediately remove Subscriber material or information from OzarksGo servers, in whole or in part, which OzarksGo, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

**16. ACCEPTABLE USE OF THE SERVICE.** Subscriber shall not use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. OzarksGo has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online services. The internet may contain material that is unsuitable for minors, and Subscriber agrees to supervise and to accept sole responsibility and liability for any use of the Service by minors through Subscriber's account. Subscriber shall comply with OzarksGo's AUP, which OzarksGo may modify at any time. The current AUP is available for review at the following address, subject to change: [www.ozarksgo.net/AUP](http://www.ozarksgo.net/AUP). OzarksGo may take any legal and technical remedies to enforce or prevent the violation of the AUP.

**17. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.** THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OZARKSGO AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OF THE SERVICE, THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OZARKSGO AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OZARKSGO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "OZARKSGO PARTIES") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICE AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING SUBSCRIBER DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE OZARKSGO NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (VI) SUBSCRIBER'S RELIANCE ON OR USE OF THE SERVICE; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER SUBSCRIBER'S DATA IS MAINTAINED ON THE OZARKSGO SERVERS OR SUBSCRIBER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; (IX) USE OF THE SERVICE BY SUBSCRIBER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE OZARKSGO WEB SITES).

THE OZARKSGO PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) SUBSCRIBER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF SUBSCRIBER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO SUBSCRIBER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR OR REMOVAL OF THE EQUIPMENT.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF THE OZARKSGO PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY OZARKSGO PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. SUBSCRIBER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY OZARKSGO PARTY TO SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO OZARKSGO PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.

SUBSCRIBER MAY HAVE OTHER RIGHTS UNDER CERTAIN LAWS IN CERTAIN STATES WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

**18. INDEMNIFICATION.** Subscriber agrees to defend, indemnify and hold the OzarksGo Parties harmless from and against all third party claims, demands, suits, actions, judgments, losses, costs, damages including, but not limited to, direct, indirect and consequential damages, attorney's fees and expenses that an OzarkGo Party may sustain or incur by reason of Subscriber's use or misuse of the Service or the equipment provided by OzarksGo for use of the Service, or such use or misuse by anyone else through Subscriber's account including, but not limited to, by such use or misuse (i) in violation of applicable laws or regulations or the terms of the Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; (iii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data); or (iv) any claims of the owner of Subscriber's premises in connection with the installation of the Service.

**19. WAIVER AND PERFORMANCE.** OzarksGo's failure to require strict performance of any term of the Agreement will not be a waiver of OzarksGo's right to require performance of any term or condition of the Agreement.

**20. ELECTRONIC COMMUNICATIONS AND PHONE COMMUNICATIONS.** Subscriber consents to receive notices, documents, disclosures and other communications from OzarksGo about Subscriber's account or Service ("Communications") in an electronic format to Subscriber's contact email address and agrees that the Communications provided to Subscriber by OzarksGo electronically will be deemed a writing. Subscriber agrees to regularly check his/her email account for Communications. If Subscriber does not want to receive Communications from OzarksGo electronically or if Subscriber withdraws Subscriber's consents to receive such Communications electronically, then Subscriber must stop using the Service. The withdrawal of Subscriber's consent will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between OzarksGo and Subscriber prior to the time Subscriber withdraws Subscriber's consent.

- a) **Phone Calling and Texting.** In addition, Subscriber hereby agrees that Subscriber's execution of the Agreement or use of the Service constitutes Subscriber's express written consent to receive automated and manually dialed calls, text messages and pre-recorded messages at the phone number(s) that Subscriber provides OzarksGo in connection with the Service. Consent to receiving autodialed calls, text messages, and/or pre-recorded messages from OzarksGo is not required to purchase products or services from OzarksGo.
- b) **Changing Subscriber Contact Preferences.** Subscriber may exercise Subscriber's option to not receive any marketing communications from and/or automated or manually dialed calls, text messages and pre-recorded messages from OzarksGo by going to [www.ozarksgo.net](http://www.ozarksgo.net), or calling OzarksGo's Customer Care Center, 479-684-4900. Subscriber may also text STOP in response to any text message from OzarksGo to stop receiving text messages from OzarksGo.

**21. DISPUTE RESOLUTION BY BINDING ARBITRATION.** OzarksGo and Subscriber agree to resolve all disputes and claims between OzarksGo (including OzarksGo's Parties as defined herein) and Subscriber related to or associated with the Service through binding arbitration by the American Arbitration Association ("AAA"). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is

not limited to all claims or disputes arising out of or relating to any to any aspect of the relationship between OzarksGo and Subscriber, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It also includes all claims and disputes that arose before this or any prior agreement; claims that are currently the subject of purported class action litigation in which Subscriber is not a member of a certified class; and claims that may arise after the termination or cancellation of this Agreement.

Notwithstanding the foregoing agreement, OzarksGo is not bound to use arbitration to initiate debt collection against Subscriber except in response to claims Subscriber may have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, SUBSCRIBER AND OZARKSGO AGREE TO UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AS A PLAINTIFF OR CLASS MEMBER.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). A Notice to OzarksGo should be addressed to:

OzarksGo  
Notice of Dispute  
PO Box 1368  
Fayetteville, AR 72702

A Notice must include the Subscriber's name, account number, address, and telephone number, and must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). A Notice to Subscriber from OzarksGo will be addressed to the billing address that OzarksGo has on file for Subscriber.

If OzarksGo and Subscriber do not reach an agreement to resolve the claim within 45 days after the Notice is received, Subscriber or OzarksGo may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement, and will be administered by the AAA or as mutually agreed to, in writing, by the Subscriber and OzarksGo.

The arbitrator is bound by the terms of the Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. Unless OzarksGo and Subscriber agree otherwise, any arbitration hearings will take place in Washington County, Arkansas. The right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**22. JURISDICTION.** The Agreement is governed by Arkansas law without regard to conflict of law provisions. To the extent any suit is filed related to this Agreement, the federal and state courts located

in Arkansas alone have jurisdiction over all disputes arising out of or related to the Agreement and the Service. Subscriber consents to the personal jurisdiction of such courts sitting in Arkansas with respect to such matters, and waives Subscriber's rights to removal.

**23. NO THIRD-PARTY RIGHTS.** The Agreement is made solely for the benefit of the Subscriber and OzarksGo and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than expressly provided for in the Agreement.

**24. MISCELLANEOUS.** The Agreement constitutes the entire agreement between Subscriber and OzarksGo with respect to Subscriber's use of the Service. Subscriber may not assign any rights or delegate any duties under the Agreement without the prior written consent of OzarksGo, and any attempted assignment or delegation without such consent will be void. If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration provision in Section 20; if that prohibition is found to be unenforceable, the entire DISPUTE RESOLUTION BY BINDING ARBITRATION provision (but only the DISPUTE RESOLUTION BY BINDING ARBITRATION provision) will be null and void and the dispute will be heard by a court. OzarksGo may amend or replace such unenforceable provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of OzarksGo as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties confers upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. OzarksGo will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.