



Please  
complete, sign,  
and return  
pages 11 & 12.

**DELTA FIBER LLC  
RESIDENTIAL APPLICATION AND SERVICE AGREEMENT**

The customer(s) whose name is set forth below (“**Customer,**” “**you,**” or “**your**”) hereby applies for and agrees to purchase fiber optic services, including but not limited to high speed internet, phone, and/or other related service(s) (“**Service(s)**”) from Delta Fiber LLC, a Mississippi limited liability company (“**Delta Fiber**”), on the terms and conditions set forth in this Residential Application and Service Agreement (the “**Agreement**”) and any applicable tariffs, service guides, posted policies and procedures (and any amendments thereto). For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by or is under common control with Delta Fiber.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 11 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR JUSTICE COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY.

**1. ACCEPTANCE OF THIS AGREEMENT**

**By signing below, you represent, warrant and agree that you have read, understand, and accept this Agreement and any applicable tariffs, service guides, policies and procedures, and agree to be bound by all of their terms and conditions, as may be amended from time to time.**

**2. CHARGES AND BILLINGS**

**a. Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Service(s), including, but not limited to, charges for installation, service calls, advance monthly service, Delta Fiber Equipment (as defined below), purchases or rentals or other services, measured and per call charges, applicable federal, state, and local taxes and fees (however designated), fees to recoup any municipal, state and federal government fees or assessments on us, permitted fees and cost recovery charges, or any programs in which we participate, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service(s). You will be responsible for paying any governmental imposed fees and taxes, whether imposed on you or Delta Fiber, that become applicable retroactively. You represent and warrant that no monies are owed to Delta Fiber from a previous account with Delta Fiber. If Delta Fiber learns of a prior account where money is owed, then Delta Fiber may apply any fund received by you to that prior account. Delta Fiber will provide you with notice of applicable pricing contemporaneous with your order and/or activation, including information regarding standard pricing applicable at the end of a promotion via its website at [delightspeed.coop](http://delightspeed.coop) or other notice. Delta Fiber will provide you with notice of any change in its standard prices or fees or new prices or fees via its website, [delightspeed.coop](http://delightspeed.coop) or other notice, unless the change in price or new fee is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case Delta Fiber may elect not to provide notice except where required by applicable law. Current pricing information and additional terms and conditions are available at [delightspeed.coop](http://delightspeed.coop).

**b. How Delta Fiber Will Bill You.** Service(s) are provided to you on a month-to-month basis. You will be billed on the 1<sup>st</sup> of each month, in advance of service period, for recurring Service charges, equipment charges, fees and taxes as applicable. First month’s invoice will be prorated from date of install to end of month along with the advance billing cycle. Example: Install date through end of month plus advanced billing cycle for following month. All billings after the first billing cycle will be billed for the monthly billing cycle only. **YOU MUST PAY THE ACTIVATION/INSTALLATION CHARGE PRIOR TO THE SERVICE INTALLATION(S).** Paperless billing is included so you must provide us with a working email address. There is a recurring monthly fee of up to \$4.00 if you opt out of paperless billing. You may be billed for some Service(s) individually after they have been provided to you, including but not limited to Directory Assistance, Toll Free Service Charges, and International Calling. If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the

Service(s) will apply. You should consult Delta Fiber's rate card available on its website for standard/regular charges. Delta Fiber does not waive its rights to collect the full balance owed to it by accepting partial payment. Delta Fiber will apply the partial payment to outstanding charges in amounts and in the order, it determines in its sole discretion. Auto pay through credit card or bank draft will be processed on the 15<sup>th</sup> of each month. If 15<sup>th</sup> falls on weekend, payment will be processed on following Monday.

**c. Third-Party Charges That Are Your Responsibility.** You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by Delta Fiber, or other third-party charges. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

**d. Payment by Credit Card or Check.** Use of any credit card to pay for the Service(s) is governed by the applicable card issuer agreement. If Delta Fiber does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by check, you authorize Delta Fiber to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by Delta Fiber and any such notations shall have no legal effect.

**e. Our Remedies if You Pay Late or Fail to Pay.** You may be billed fees, charges, and assessments (collectively "Late Fees") related to late or non-payments if for any reason Delta Fiber does not receive payment for full amounts billed to you by the due date. Any Late Fees due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of Delta Fiber's costs resulting from late payments and non-payments. Delta Fiber does not extend credit to Customers and any Late Fees are not interest, a credit service charge, or a finance charge.

**1. Collection Costs:** If Delta Fiber uses a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees and expenses, and arbitration or court costs. If you change your telephone number or other contact information without notifying Delta Fiber of such change, you agree that you will be responsible for all costs (including reasonable attorneys' fees and expenses) and liabilities incurred by Delta Fiber or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls. If Customer's check is returned for insufficient funds, Delta Fiber may impose a fee of up to \$35.00.

**2. Suspension/Disconnect:** If you fail to pay the full amount due by the last day of the month following billing cycle for any or all charges then Delta Fiber, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

**f. Reconnection Fees and Related Charges.** If you resume Service(s) after any suspension as described, Delta Fiber may require you to pay additional installation or reactivation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

**g. Our Right to Make Credit Inquiries.** YOU AUTHORIZE DELTA FIBER TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. Any risk assessments conducted by either Delta Fiber or by third party credit bureaus will be done in compliance with all applicable laws. Delta Fiber reserves the right to make credit inquiries even after having received a deposit from you with respect to the Services(s).

**h. Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Delta Fiber within 120 days of the date on the bill or you waive any such disputes or credits.

### 3. CHANGES TO SERVICE/NOTICE OF CHANGES

Subject to applicable law, Delta Fiber has the right to change its Service(s), Delta Fiber Equipment, rates, and charges, at any time with or without notice to you. Delta Fiber also may rearrange, delete, add to, or otherwise change features or offerings contained in the Service(s), including, but not limited to, functionality, hours of availability, equipment requirements, speed,

and upstream and downstream rate limitations. Delts Fiber may deliver any notice concerning changes to the Service(s) and its relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in its sole discretion: (1) by posting it on delightspeed.coop or any other website about which you have been notified; (2) by mail to your address on file; (3) by e-mail to the e-mail address in Delta Fiber's records; (4) by including the information on or with your bill for Service(s); (5) by telephone or texts to your number(s) on file; or (5) through Delta Fiber's mobile application. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because Delta Fiber may, from time to time, notify you about important information regarding the Service(s) and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail, mobile application, and all postings at delightspeed.coop or any other website about which you have been notified. If any material change negatively affects your Service(s), you have the right to cancel your Service(s) by giving written notice to Delta Fiber. Your continued receipt of the Service(s) for more than 30 days after the change, however, will constitute your acceptance of the change.

#### 4. ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

**a. Premises.** You agree to allow Delta Fiber and its agents and employees the right to enter your property at which the Service(s) and/or Delta Fiber Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or Delta Fiber Equipment used to receive any of the Service(s). Further, you agree to grant Delta Fiber a perpetual easement without charge on and through the Premises to construct, install, maintain, inspect, replace and/or remove its outlets, transmission lines, and all other equipment necessary to provide Services to you and others. You warrant that you are either the owner of the Premises or that you have the authority to give Delta Fiber access to the Premises and grant Delta Fiber a perpetual easement. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow Delta Fiber and its agents and employees into the Premises to perform the activities specified above. In addition, you agree to supply Delta Fiber or its agents and employees, if requested, the owner's name, address, and phone number and/or evidence that the owner has provided such authorization.

**b. Customer Equipment.** "Customer Equipment" means software, hardware, or services that you choose to use in connection with the Service(s) and that is not provided or leased by Delta Fiber or its agent(s). Notwithstanding the last sentence, any equipment purchased by you from Delta Fiber (or its agent(s)) and under an express sale agreement shall constitute "Customer Equipment." You agree to allow Delta Fiber and its agents and employees the rights to insert hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect, and upgrade the Customer Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow Delta Fiber and its agents and employees access to the Customer Equipment to perform the activities described in this paragraph. In addition, you agree to supply Delta Fiber or its agents and employees, if requested, the owner's name, address, and phone number and/or evidence that the owner provided such authorization. For avoidance of doubt, "Customer Equipment" does not include Delta Fiber Equipment for which you have paid an Unreturned/Damaged Equipment Fee.

#### 5. MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

**a. Delta Fiber Equipment.** "Delta Fiber Equipment" means all new or reconditioned equipment that Delta Fiber or its agents provide or lease to you, including, but not limited to modems, routers, Optical Network Terminals (ONTs), wiring, related electronic devices, and any other hardware and includes all software and programs contained within Delta Fiber Equipment or downloaded to Customer Equipment by Delta Fiber or its agents or employees. You expressly agree that you will use the Delta Fiber Equipment exclusively in connection with the Service(s). You agree that all Delta Fiber Equipment belongs to Delta Fiber or other third parties and will not be deemed fixtures or in any way part of the Premises. Delta Fiber may remove or change the Delta Fiber Equipment at its discretion at any time the Service(s) are active or following the termination of your Service(s). You acknowledge that any addition to, removal of or change to the Delta Fiber Equipment may interrupt your Service(s). You may not sell, lease, abandon, or give away the Delta Fiber Equipment, or permit any other service provider to use the Delta Fiber Equipment, including Delta Fiber Equipment for which an Unreturned/Damaged Equipment Fee has been paid. The Delta Fiber Equipment may only be used in the Premises unless expressly permitted by Delts Fiber. At your request, Delta Fiber may relocate the Delta Fiber Equipment for an additional charge. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE DELTA FIBER EQUIPMENT OR SERVICE(S) AT A LOCATION OTHER THAN THE PREMISES OR OTHERWISE EXPRESSLY AUTHORIZED BY DELTA FIBER, THE SERVICE(S) MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY. You agree that you will not allow anyone other than Delta Fiber or its

agents or employees to service the Delta Fiber Equipment. You assume the risk and are responsible for loss, theft, repair, replacement and other costs, damages, fees, and charges if you do not return the Delta Fiber Equipment to Delta Fiber in an undamaged condition. Delta Fiber Equipment remains Delta Fiber-owned equipment, and Delta Fiber retains title to all Delta Fiber Equipment, at all times, including but not limited to after payment of an Unreturned/Damaged Equipment Fee.

## **b. Customer Equipment.**

**1. Responsibility:** Delta Fiber has no responsibility for the operation, support, maintenance or repair of any Inside Wiring or Customer Equipment including, but not limited to, Customer Equipment to which Delta Fiber or a third party has sent software or downloads. You agree that by using the Service(s), Delta Fiber, or its authorized agents or employees and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems, at any time they determine it is necessary to do so. Such code updates may change, add, or remove features or functionality of the Customer Equipment or the Service(s). You agree to be responsible for providing the following to support Voice Services: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or Internet Protocol (“IP”) connectivity necessary to reach and interoperate with the Voice Services and Delta Fiber; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or analog telephony adapters.

**2. Non-Recommended Configurations:** Customer Equipment that does not meet Delta Fiber’s minimum technical or other specifications constitutes a “Non-Recommended Configuration”, including, but not limited to, modems not currently certified by us as compatible with Internet, certain fax machines, and certain “dial-up” modems, rotary-dial phone handsets, pulse dial phone handsets, and private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. Delta Fiber reserves the right, in its sole discretion, to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. NEITHER DELTA FIBER NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF A NON-RECOMMENDED CONFIGURATION COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR DELTA FIBER EQUIPMENT. NEITHER DELTA FIBER NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

**3. No Unauthorized Devices or Tampering:** You agree not to attach or assist or allow any person to attach any unauthorized device to, or otherwise tamper with Delta Fiber Equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s). If you make, assist or allow any person to make any unauthorized connection or modification to or otherwise tamper with Delta Fiber Equipment or the Service(s) or any other part of Delta Fiber’s network, Delta Fiber may terminate the Service(s) and recover damages resulting from your actions. You agree that your rights and obligations to the Service(s) may not be transferred to any successor tenant or occupant or to any other address. You agree that the Voice Services do not support and Delta Fiber will not accept 976/900 and such other call types in which charges are placed on an end-user’s bill and Delta Fiber might be expected to act as a collection agent. Use of predictive dialers for more than five percent (5%) of all calls made is prohibited without Delta Fiber’s prior, written consent (which may be granted or denied in Delta Fiber’s sole discretion). You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service(s) or the tampering with Delta Fiber Equipment or our network and therefore you agree to pay Delta Fiber as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service(s). The \$500.00 liquidated damages are in addition to our cost to replace any altered, damaged, or unreturned Delta Fiber Equipment or other equipment owned by Delta Fiber, including any incidental costs. The unauthorized reception of the Service(s) may result in criminal fines and/or imprisonment.

**c. End User Software Licenses.** Software or applications may be required to use certain features of the Service(s). You agree to comply with the terms and conditions of all end user license agreements accompanying any software, mobile applications, or plug-ins to such software distributed or used in connection with the Service(s) including, without limitation, the Delta Fiber Mobile Application End User Agreement, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate, and you agree to destroy all versions and copies of all software received by you in connection with the Service(s).

**d. Revocable License.** The Service(s) and Delta Fiber Equipment, including, but not limited to, any firmware or software embedded in the Delta Fiber Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws. You are granted a non-exclusive, revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Delta Fiber Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

## 6. USE OF SERVICES

You agree that the Service(s) and the Delta Fiber Equipment will be used only for lawful purposes. You are prohibited from reselling or permitting another to resell the Service(s) in whole or in part or using or permitting another to use the Delta Fiber Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any policy Delta Fiber may adopt applicable to the Service(s). Use of the Delta Fiber Equipment or Service(s) for transmission, communications or storage of any information, data, or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Delta Fiber Equipment and/or Service(s) at the Premises or at other locations authorized by Delta Fiber and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies, procedures and operating guidelines (and any amendments thereto), including, but not limited to, our end user agreements, acceptable use policies, and privacy policies. You are liable for all authorized and unauthorized use of the Service(s) and you agree to notify Delta Fiber immediately in writing during normal business hours if the Delta Fiber Equipment has been stolen or the Service(s) is used without your authorization. If you fail to notify Delta Fiber in a timely manner, then the Service(s) may be terminated by Delta Fiber without notice and you may incur additional charges.

- **For Internet.** The acceptable use policies (“AUP”) and other policies concerning Internet and are posted at [delightspeed.coop](http://delightspeed.coop). YOU AGREE THAT DELTA FIBER MAY MODIFY THE AUP OR OTHER POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE AUP OR OTHER POLICY. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. DELTA FIBER RESERVES THE RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S).

## 7. ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. Delta Fiber may freely assign its rights and obligations under this Agreement with or without notice to you.

## 8. TERMINATION OF THIS AGREEMENT

**a. Term.** Except for those provisions which by their nature survive the termination of this Agreement, this Agreement will be in effect from the time that the Service(s) are activated and will renew automatically month-to-month until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement. If you self-install Delta Fiber Equipment, Service(s) charges begin the earliest of (1) the day on which you picked up Delta Fiber Equipment at our service center, (2) the day you install the Service(s), (3) the day your order for the Service(s) is entered into Delta Fiber’s billing system if Delta Fiber Equipment is not required for the Service(s) or (4) five (5) days after the date Delta Fiber ships the Delta Fiber Equipment to you.

**b. Termination by You.** You may terminate this Agreement for any reason at any time by notifying Delta Fiber in one of the following ways: (1) mailing or personally delivering a written notice to Delta Fiber’s local business office; (2) send an electronic notice to [info@delightspeed.coop](mailto:info@delightspeed.coop); or (3) calling Delta Fiber’s customer service department during normal business hours. Prior to effecting such termination, or any other change to your account, Delta Fiber may verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service(s) will accrue until this Agreement has terminated, the Service(s) has been disconnected, and all Delta Fiber Equipment has been returned. Except for non-refundable fees and charges, Delta Fiber will refund all prepaid monthly service fees charged for Service(s) after the date of termination (less any outstanding amounts due Delta Fiber for the Service(s), affiliate services, Delta Fiber Equipment, or other applicable fees and charges).

**c. Suspension and Termination by Us.**

1. **No Notice.** Subject to applicable law, Delta Fiber reserves the right to act immediately and without notice to terminate or suspend the Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail). Delta Fiber may take these actions if it: (1) determines that your use of the Service(s) does not conform with the requirements set forth in this Agreement or the AUP, (2) determines that your use of the Service(s) interferes with Delta Fiber's ability to provide the Service(s) to you or others, (3) reasonably believe that your use of the Service(s) may violate any laws, regulations, or written and electronic instructions for use, (4) reasonably believe that your use of the Service(s) interferes with or endangers the health and/or safety of Delta Fiber's employees or agents or third parties or (5) you threaten, harass, or use vulgar and/or inappropriate language toward Delta Fiber's employees or agents. Delta Fiber's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service(s) or information transmitted by or to you or other users.

2. **With Notice.** Subject to applicable law, Delta Fiber reserves the right to terminate or suspend Service(s) and/or to remove from the Service(s) any information transmitted by or to any users (e.g., email or voicemail) with five (5) day notice for any reasons not set forth in subsection 1 above. If Customer's bill is not paid in full, Delta Fiber may terminate or suspend Service(s). Upon termination for any reason, Delta Fiber may charge additional fees on any unpaid balance. Customer understands and agrees that Delta Fiber may charge the credit card on file at termination of Service(s) in the amount of any outstanding balance, fees, and for the cost of any unreturned or damaged Equipment.

**d. Your Obligations Upon Termination.** You agree that upon termination of this Agreement you will do the following:

1. You will immediately cease all use of the Service(s) and all Delta Fiber Equipment;
2. You will pay in full for use of the Service(s) up to the date that this Agreement has been terminated and the Service(s) are disconnected;
3. You will return all Delta Fiber Equipment to Delta Fiber at its local business office or to Delta Fiber's designee in working order, normal wear and tear excepted within five (5) days of the date on which Service(s) are disconnected. Failure to return any Delta Fiber Equipment or if any Delta Fiber Equipment is returned damaged or destroyed for any reason, including fire, flood, storm or other incident beyond Customer's control, will result in the charge of an Unreturned/Damaged Equipment Fee. Delta Fiber, as title owner of the Delta Fiber Equipment at all times, has the right to retrieve any equipment that is not returned. Upon Delta Fiber's request during regular business hours at a time agreed upon by you and us, you will permit Delta Fiber and its employees and agents, to access the Premises to remove all Delta Fiber Equipment and other material provided by it.
4. **Unreturned/Damaged Equipment Fee.** "Unreturned/Damaged Equipment Fee" refers to a fee charged by Delta Fiber to a subscriber for any unreturned, damaged, or destroyed Delta Fiber Equipment upon termination of the Service(s) under this Agreement. The Unreturned/Damaged Equipment Fee will be sufficient to cover the full replacement cost for any unreturned or damaged Delta Fiber Equipment. Customer understands and agrees that Delta Fiber may charge the credit card on file at the time of termination of Service for the Unreturned/Damaged Equipment Fee. The payment of an Unreturned/Damaged Equipment Fee shall not result in a sale of, or the transfer of title to, any Delta Fiber Equipment, and such equipment shall remain the property of Delta Fiber, and Delta Fiber retains title to Delta Fiber Equipment at all times. Even if an Unreturned/Damaged Equipment Fee has been paid, Delta Fiber Equipment shall not be resold, used, or operated in any manner.

9. **NO WARRANTY AND LIMITED LIABILITY**

THE DELTA FIBER EQUIPMENT AND THE SERVICE(S) INCLUSIVE OF THE VOICE SERVICES PROVIDED ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER DELTA FIBER NOR OUR AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE DELTA FIBER EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

DELTA FIBER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY DELTA FIBER OF ANY OBLIGATION DELTA FIBER MAY HAVE UNDER THIS AGREEMENT SHALL BE CUSTOMER'S RIGHT TO TERMINATE THE SERVICE(S). ITEMS PRODUCED BY THIRD PARTIES ARE PROVIDED AS IS AND WITHOUT WARRANTY. IN NO EVENT SHALL DELTA FIBER AND ITS SUPPLIERS (OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS OR AGENTS) BE LIABLE TO THE CUSTOMER FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. IN NO EVENT, SHALL DELTA FIBER LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT OR THE PROVISION OF SERVICE(S) EXCEED THE AMOUNT PAID BY THE CUSTOMER DURING THE PRECEDING 30-DAY PERIOD.

#### **10. INDEMNIFICATION AND LIABILITY**

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD DELTA FIBER AND ITS MANAGER, EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS HARMLESS AND SHALL REIMBURSE THEM FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), THE DELTA FIBER EQUIPMENT OR THE CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM BY YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE(S); AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY AUP.

#### **11. BINDING ARBITRATION**

UNLESS OTHERWISE PROHIBITED BY LAW, ANY ALREADY ACCRUED OR EXISTING CONTROVERSY OR CLAIM, AS WELL AS ANY FUTURE CONTROVERSY OR CLAIM, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, OR THE BREACH THEREOF, AND/OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE(S), SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AFTER ALL CONDITIONS PRECEDENT AS SET FORTH HEREIN, IF APPLICABLE, HAVE BEEN MET. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE SUCH THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT. THE ARBITRATION SHALL BE HELD IN THE STATE OF MISSISSIPPI IN THE COUNTY WHERE SERVICES WERE PROVIDED AT A LOCATION TO BE DESIGNATED BY THE PARTY NOT MAKING THE INITIAL DEMAND FOR ARBITRATION. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY AGREES TO PAY THEIR OWN ATTORNEYS' FEES AND EXPENSES, AND COSTS, AND EACH PARTY AGREES TO SHARE EQUALLY IN THE COST OF THE ARBITRATOR. EACH PARTY AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ARBITRATOR SHALL BE THE PERSON TO DECIDE ALL THRESHOLD ISSUES AND TO DECIDE ALL ISSUES OF ARBITRABILITY, SCOPE, VALIDITY, ENFORCEABILITY, UNCONSCIONABILITY, RETORACTIVITY AND/OR APPLICABILITY.

THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO: (I) PURSUE A CLASS ACTION ARBITRATION AND/OR TO SEEK A REMEDY ON BEHALF OF ANY OTHER MEMBER OR PERSON, OR (II) HAVE AN ARBITRATION OR JUSTICE COURT PROCEEDING UNDER THIS AGREEMENT CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A

**PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION CLAUSE SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE PARTIES NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS. SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION, AND THE PARTIES AGREE THAT IN JUSTICE COURT OTHER CUSTOMERS, USERS, OR MEMBERS MAY NOT BE JOINED AS A PARTY NOR CAN RELIEF BE SOUGHT ON BEHALF OF ANY OTHER CUSTOMERS, USERS, OR MEMBERS.**

**ANY MEMBER MAY REJECT THIS AGREEMENT TO ARBITRATE BY SENDING TO DELTA FIBER AT 1700 HIGHWAY 82 WEST, GREENWOOD, MS 38930, A NOTICE (“REJECTION NOTICE”) WITHIN FOURTEEN (14) CALENDAR DAYS OF EXECUTING THIS AGREEMENT. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE. YOUR REJECTION NOTICE MUST INCLUDE YOUR FULL NAME, YOUR CURRENT ADDRESS, YOUR CURRENT TELEPHONE NUMBER, THE ACCOUNT NUMBER, A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION, AND BE SIGNED BY YOU. THE REJECTION NOTICE MUST BE MAILED WITH RETURN RECEIPT REQUESTED TO: REJECTION NOTICE DEPARTMENT. IN THE EVENT OF ANY DISPUTE CONCERNING WHETHER A CUSTOMER HAS PROVIDED A TIMELY NOTICE OF REJECTION, THE CUSTOMER MUST PRODUCE THE SIGNED RECEIPT FOR MAILING THE REJECTION NOTICE. IN THE ABSENCE OF THE SIGNED RECEIPT, THE COMPANY’S RECEIVED DATE STAMP ON THE REJECTION NOTICE SHALL BE CONCLUSIVE EVIDENCE OF THE DATE OF RECEIPT. THESE INSTRUCTIONS CONSTITUTE THE ONLY METHOD THAT A CUSTOMER CAN USE TO EXERCISE THE RIGHT TO REJECT THIS ARBITRATION PROVISION. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICE(S).**

**IF THE ARBITRATION CLAUSE IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT.**

12. 911/E911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT ACCESS TO THE PHONE SERVICE PROVIDED BY US MAY BE LOST OR THE SERVICE MAY NOT FUNCTION PROPERLY, INCLUDING THE ABILITY TO CALL FOR 911/E911 SERVICE, UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (I) DELTA FIBER’S NETWORK OR FACILITIES ARE NOT OPERATING; (II) BROADBAND CONNECTION IS LOST OR INTERRUPTED; (III) YOU ARE EXPERIENCING A POWER OUTAGE; (IV) ELECTRICAL POWER TO THE OPTICAL NETWORK TERMINATOR IS INTERRUPTED; OR (V) YOU FAIL TO PROVIDE A PROPER SERVICE ADDRESS. CUSTOMER UNDERSTANDS AND AGREES THAT IN ORDER FOR 911/E911 CALLS TO BE PROPERLY DIRECTED, DELTA FIBER MUST HAVE CURRENT SERVICE ADDRESS AND IF SERVICE IS MOVED TO A DIFFERENT ADDRESS WITHOUT DELTA FIBER’S EXPRESS, WRITTEN CONSENT, 911/E911 CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY, MAY TRANSMIT THE INCORRECT LOCATION ADDRESS FOR RESPONDING OR THE PHONE SERVICE MAY FAIL ALTOGETHER. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, DELTA FIBER SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING PHONE AND 911/E911 SERVICES.

13. GENERAL

**a. Entire Agreement.** This Agreement and any other documents incorporated by reference, including but not limited to the Privacy Policy, Acceptable Use Policy, Internet Transparency Policy, and Copyright Infringement Policy, constitute the entire agreement and understanding between you and Delta Fiber with respect to the subject matter of this Agreement and replace any and all prior written or verbal agreements. In case of any conflict between the provisions of this Agreement and any other



documents incorporated by reference, the provisions of this Agreement shall control and govern. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remainder of the provisions of this Agreement shall remain in full force and effect. Delta Fiber does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and Delta Fiber nor trade practice shall act to modify any provision of this Agreement.

**b. Waiver of Jury Trial.** WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

**c. Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant to Delta Fiber that:

**1. Age:** You are at least 18 years of age.

**2. Customer Information:** You represent and warrant that you have provided Delta Fiber with information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). YOU AGREE TO NOTIFY DELTA FIBER IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO IT, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE(S) OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD DELTA FIBER HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY IT OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM DELTA FIBER ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

**d. Consent to Communications from Delta Fiber.** You agree that Delta Fiber or third parties acting on Delta Fiber's behalf may call or text you at any telephone number that you provide to Delta Fiber or that Delta Fiber issues to you and may do so for any purpose relating to your account and/or the Service(s) to which you subscribe. You expressly consent to receive such calls and texts and agree that these calls and texts are not unsolicited. You understand and acknowledge that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these communications, you must send Delta Fiber written notice of your revocation at [info@delightspeed.coop](mailto:info@delightspeed.coop). You understand and acknowledge that this is the exclusive means of opting out of such communications. You may not opt-out of receiving certain communications pertaining to your account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, notices concerning your bill, and harm caused to the network. Message frequency depends on your activity with your Service(s). You acknowledge and agree that message and/or data rates may apply.

**e. Customer Proprietary Network Information (CPNI)** Under federal law, You have the right to protect the confidentiality of information about the amount, type, and destination of Your Voice Services usage referred to herein as CPNI. You hereby consent to the sharing of Your CPNI or other personal information with Delta Fiber and its affiliates, agents and contractors, solely for the purpose of developing or bringing to Your attention any products and services, or in the event of any merger, sale of some or all of the Delta Fiber's assets, as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of Delta Fiber. This consent survives the termination of Your Service and is valid until revoked by You. To remove this consent at any time, You must notify Delta Fiber in writing at [info@delightspeed.coop](mailto:info@delightspeed.coop) and provide the following information: (1) Customer name, (2) Service billing address, (3) Telephone number including area code, and (4) Service account number. Removing consent will not affect Your current Services.

**f. Protection of Our Information and Marks.** All Service(s) information, documents, and materials on our websites are protected by trademark, copyright, or other intellectual property laws. All websites, corporate names, service marks, trademarks,

trade names, logos, and domain names (collectively “marks”) of Delta Fiber and its affiliates are and shall remain their respective exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the marks.

**g. Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Delta Fiber’s rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Delta Fiber and its agents reserve the right to delete all your data, files, electronic messages, or other information that is stored on the servers or systems of Delta Fiber or its suppliers. In addition, you may forfeit your account username and all e-mail, IP, Web space addresses, and voicemail. In the event you cancel voice without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. Delta Fiber shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

**h. Monitoring and Recording.** You agree that Delta Fiber and its agents and employees may monitor and record any telephone calls or other voice, data or image communications that are transmitted between Delta Fiber and its agents on the one hand and you, your agents, any user of your Service(s) or Equipment, or any user of any phone numbers associated with your account on the other hand.

**i. Governing Law.** This Agreement shall be governed by and interpreted in accordance with Mississippi law without regard to its choice of law provisions.

**j. Construction.** When the context so requires in this Agreement, words of gender shall include either or both of the other genders, and the singular number shall include the plural. The headings of the sections of this Agreement are inserted for the convenience of reference only and shall not be deemed to constitute a part hereof and shall not be deemed to limit, modify or expand in any way the terms and provisions of this Agreement.

**k. Joint and Several Liability.** In the event this Agreement is executed to establish a joint account, then both parties shall have joint and several liability to Delta Fiber for any/all of their respective obligations, covenants and agreements under this Agreement and for the Services.

**k. Signatures.** For purposes of this Agreement, the facsimile or electronic signature(s) of the Customer(s) shall constitute and be deemed an original signature.

*(Required Customer information and signature next 2 pages)*

**CUSTOMER NAME & MBR SEP/ACCT NUMBER FOR DELTA ELECTRIC SERVICE LOCATION:**

\*\*\*\*\*CUSTOMER(S) MUST PROVIDE COPY OF PHOTO ID, SUCH AS, DRIVER LICENSE, STATE ID, ETC. IN ORDER TO SET UP ACCOUNT IN NAME OTHER THAN DEPA ABOVE.

PLEASE COMPLETE ALL FIELDS & CHECK APPROPRIATE BOXES BELOW. INCOMPLETE SUBMISSION WILL DELAY SERVICE ACTIVATION PROCESS.

SOCIAL SECURITY NUMBER(s): \_\_\_\_\_ D.O.B(s) \_\_\_\_\_

SERVICE LOCATION 911/PHYSICAL ADDRESS:

BILLING/MAILING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS):

HOME PHONE NUMBER: \_\_\_\_\_ MOBILE NUMBER: \_\_\_\_\_

BUSINESS/WORK NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS (REQUIRED for AUTO PAY OR BANK DRAFT AND eBILL): \_\_\_\_\_

SECONDARY EMAIL ADDRESS: \_\_\_\_\_

**Installation Fee (must be submitted with application):**

- |  |          |
|--|----------|
| <input type="checkbox"/> Internet Service Only             | \$100.00 |
| <input type="checkbox"/> Voice Service Only                | \$100.00 |
| <input type="checkbox"/> Bundle - Internet & Voice Service | \$150.00 |

**Service(s) Requested (Please mark selection below for all that apply):**

**Highspeed Internet (both include use of one modem/router that is part of Delta Fiber Equipment)**

- |  |         |
|--|---------|
| <input type="checkbox"/> Residential Basic High Speed – 100 MB                     | \$64.99 |
| <input type="checkbox"/> Residential Essential High Speed – 1000 MB or 1 Gigabit - | \$84.99 |

\*\*\*Note: Customers in specified project area(s) within a municipality may be charged a monthly Franchise Fee. The Franchise fee will be remitted back to municipality.

**Voice/Telephone (To keep current telephone number – must complete enclosed “Letter of Authorization – LOA” & provide the 1<sup>st</sup> page of current telephone bill)**

- |  |         |
|--|---------|
| <input type="checkbox"/> Voice Service Only            | \$49.99 |
| <input type="checkbox"/> Residential Bundle w/internet | \$29.99 |
| <input type="checkbox"/> Additional line (Limit One)   | \$20.99 |

\*\*\*Note: Analog Devices may or may not work with VoIP (digit) service. Contact device manufacturer for compatibility information.

\*Unlimited voice service plans: Includes unlimited local & domestic long-distance calls, caller ID, anonymous call blocking, voicemail & voicemail to email, call forwarding, call waiting and other services. Domestic long distance includes US mainland, Alaska, Hawaii, Canada, Puerto Rico, Guam, US Virgin Islands and Northern Mariana Islands.

**Equipment**

- WIFI Extender - One-Time Purchase** **\$99.99**  
(Installer can assist in determining if Extender is necessary at time of install)

**Billing – Generated the 1<sup>st</sup> of each month – ALL customers will receive a monthly bill**

- Set Me Up on Paperless Billing sent to email address provided (No Charge)**
- Paper Billing – Delivered by USPS - Up to \$4.00 per month fee for paper billing**

**Select Method of Bill Payment – Below methods include a 6 month \$5.00 discount. Bill auto pay processed on the 15<sup>th</sup> each month or following business day**

- Set me up for automatic monthly auto pay and I will save \$5.00/month for the first six months. Please return the completed Autopay Form with credit card information**
- Set me up on automatic bank draft and I will save \$5.00/month for the first six months. Please return completed Bank Draft Authorization Form with voided check**

**Manual Pay Options include:**

(Below payment options are excluded from the 6 month discount. Payment is due by 15<sup>th</sup> – late fee assessed on 16<sup>th</sup> & service disconnect are processed on last day of month for non-payment

- **Drop off at any DEPA Office; online; via telephone or mail via USPS.**

**Online payment made by visiting the Delta Electric - <https://billing.deltaepa.com/onlineportal/Customer-Login>**

- **using your DE Lightspeed member/account number. (Convenience fee may apply)**
- **Payment via telephone - call 662-743-4425 – Must have DE Lightspeed account number to make payment (\$4.95 electronic convenience fee applies)**
- **Delta Electric Power Association App – select Fiber Account**

**BY EXECUTING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME.**

**FURTHER CUSTOMER UNDERSTANDS AND AGREES THAT FIBER SERVICE REQUIRES ACTIVE ELECTRIC SERVICE AT THE LOCATION AND IF AN ELECTRICAL SERVICE OUTAGE OCCURS, THE FIBER OPTIC SERVICE, INCLUDING ALL TELEPHONE SERVICES AND 911/E911 EMERGENCY SERVICES, MAY NOT FUNCTION.**

**PRINT NAME:** \_\_\_\_\_

**CUSTOMER SIGNATURE(S):** \_\_\_\_\_

**DATE:** \_\_\_\_\_