



## End User Agreement for SR Connect Mobile Application

This SR Connect Mobile Application End User License Agreement (the "Agreement") is a binding agreement between you (the "End User," "Licensee," or "you") and SR Connect LLC ("SR Connect," or "Company", or "us", or "we"). This Agreement governs your use of the SR Connect Mobile Application through the Apple app store and Google play store, including all related documentation, (the "App"). The App is licensed, not sold, to you.

BY CLICKING THE "ACCEPT" BUTTON BELOW OR CHECKING "I ACCEPT THE TERMS AND CONDITIONS" ON THE APP REGISTRATION PAGE, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, CLICK "DECLINE" BELOW AND DO NOT USE THE APP.

1. License Grant. Subject to the terms of this Agreement, SR Connect grants you a limited, non-exclusive, and nontransferable license to download, install, and use the App for your personal, non-commercial use on a mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with the App's documentation and this Agreement. This license is provided to you free of charge.

2. License Restrictions. Licensee shall not:

- (a) copy the App, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, copyrightable or registrable under intellectual property laws, of the App;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App; or
- (g) use the App in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including without limitation any power generation systems; aircraft

navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including without limitation medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

(h) use the App for anything unlawful, immoral or improper and will respect all applicable laws and regulations.

(i) use the App to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, harassing, bullying, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable.

(j) use the App to harm or attempt to harm others, including but not limited to minors, in any way.

(k) act nor knowingly permit others to act in such a way that the operation of the App or our systems will be jeopardized or impaired.

(l) use the App to access or use content in a way that infringes the rights of us or of others.

(m) impair the performance or compromise the security of the App.

(n) use the App for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally.

3. Reservation of Rights. You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under this Agreement, or any other rights thereto other than to use the App in accordance with the limited license granted, and subject to all terms, conditions, and restrictions, under this Agreement. SR Connect reserves and shall retain its entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when you download, install, or use the App, SR Connect may collect information about your Mobile Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain of its features or functionality. All information we collect through or in connection with this App is subject to our Privacy Policy, available at [www.singingeriverconnect.com/policies](http://www.singingeriverconnect.com/policies). By downloading, installing, using, and providing information to or through this App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. We may update our Privacy Policy from time to time and updated versions will be posted on our website at [www.singingeriverconnect.com/policies](http://www.singingeriverconnect.com/policies). You agree to comply with and abide by our Privacy Policy, as may be amended from time to time.

5. Information You Provide to Third Parties. You acknowledge that you may provide personal or other information to SR Connect and other third parties, that may be displayed by SR Connect on the App through your use of the App. The provision of this information by you to these third parties may be subject

to such third parties' terms and conditions. SR Connect does not assume and will not have any liability or responsibility to you or any other person or entity for such information. The App may display, include, or make available content (including data, information, applications, and other products, services, and/or materials) from your internet service provider including data based on your service selections, instructions and/or consent to your internet service provider.

6. Updates. SR Connect may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that SR Connect has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

(a) the App will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

7. Third-Party Materials. We may display, include, or make available on the App content from third parties or provide links to third-party websites or services, including through third-party advertising ("Third-Party Materials"). SR Connect is not a publisher of Third-Party Materials that can be accessed through the App. You acknowledge and agree that SR Connect is not responsible for Third-Party Materials, including without limitation their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. SR Connect does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Our inclusion of hyperlinks to various websites does not imply any endorsement of views, statements or information contained in such websites and we are not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the App. You are responsible for evaluating such content. If you do not wish to have such Third-Party Materials displayed or sent to you, you may adjust the push notification preferences in your account profile or delete the App.

8. Term and Termination.

(a) The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or SR Connect as set forth in this Section 8.

(b) You may terminate this Agreement by deleting your SR Connect account and the App (and all copies thereof) from your Mobile Device(s). Please note that deleting your SR Connect account will not delete your account(s) with your internet service provider for related services.

(c) SR Connect may terminate this Agreement at any time without notice if it ceases to support the App, which SR Connect may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this

Agreement or if we suspect any illegal or fraudulent use of the App or any behavior by you that could harm us or others.

(d) Upon termination:

(i) all rights granted to you under this Agreement will also terminate; and

(ii) you must cease all use of the App and delete all copies of the App from your Mobile Device(s).

(e) Termination will not limit any of SR Connect's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE APP IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SR CONNECT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APP, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SR CONNECT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP WILL MEET YOUR REQUIREMENTS, BE SECURE, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE PROPERLY OR WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. YOU ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE APP. WE DO NOT GUARANTEE UNINTERRUPTED, AVAILABILITY OF THIS APP AND CANNOT PROVIDE ANY GUARANTEE THAT THE APP WILL BE RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR BUGS. THE APP MAY BE INTERRUPTED, LIMITED OR CURTAILED DUE TO MAINTENANCE AND REPAIR WORK, TRANSMISSION OR EQUIPMENT LIMITATIONS/FAILURES, OR DUE TO AN EMERGENCY OR FOR A VARIETY OF OTHER REASONS. WE WILL NOT BE LIABLE FOR ANY FAILURE OF, OR ANY SUSPENSION OR TERMINATION OF ACCESS TO THE APP. WE ARE NOT RESPONSIBLE FOR DATA, MESSAGES OR PAGES THAT YOU MAY LOSE OR THAT BECOME MISDIRECTED BECAUSE OF INTERRUPTIONS OR PERFORMANCE ISSUES WITH THE APP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SR CONNECT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP INCLUDING WITHOUT LIMITATION FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF USE, LOSS OF PRIVACY OR SECURITY DAMAGES; BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE APP, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE

WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE APP.

(b) DIRECT DAMAGES IN AN AMOUNT THAT IN THE AGGREGATE EXCEED \$100.00 US.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SR CONNECT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Indemnification. Unless otherwise prohibited by law, You agree to indemnify, defend, and hold harmless SR Connect and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the App or your breach of this Agreement, including but not limited to the content you submit or make available through this App.

12. Export Regulation. The App may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You may not use the App outside the US and shall not, directly or indirectly, export, re-export, or release the App to, or make the App accessible outside the US.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

14. Governing Law. This Agreement shall be governed by the laws of the state of Mississippi, excluding its choice of law rules.

**15. ALTERNATIVE DISPUTE RESOLUTION. 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, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, OR USE OF THE MOBILE APP SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES. 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 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.**

**UNLESS OTHERWISE PROHIBITED BY LAW, 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 SR CONNECT AT P.O. BOX 1399, LUCEDALE, MS 39452, A NOTICE (“REJECTION NOTICE”) WITHIN FOURTEEN (14) CALENDAR DAYS OF ACCEPTING 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 SERVICES.**

**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.**

16. Entire Agreement. This Agreement and our Privacy Policy, as may be amended, constitute the entire agreement between you and SR Connect with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.

17. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

18. Other Agreements. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with SR Connect or Singing River Electric Cooperative for products, services or otherwise.

19. Third Parties. This Agreement shall not confer any benefit on a third party.

20. Modification. We reserve the right to modify any part of this Agreement at any time without notice to you. Your continuing use of the App will be deemed to be acceptance of such changes.

Agreement Updated: October 26, 2021