By checking the "Terms of Enrollment" box and signing below it, I certify, under penalty of perjury, that all the information in my application is true. I also certify that I have read and agreed to all of the following:

## Affordable Connectivity Program (ACP) Consent

By continuing with your application, you affirm and understand that the Affordable Connectivity Program is an FCC benefit program that reduces your monthly Broadband invoice. The program will be in effect for an indefinite amount of time. At the conclusion of the program, you will be given 30 days' notice and may elect to keep your plan at an undiscounted rate. As a participant you may transfer your ACP benefit to another provider. The Affordable Connectivity Program is limited to one monthly service discount and one device discount per household.

You are authorizing Broadway Telecom or its representatives to use an automated system to deliver telemarketing calls to the phone number you provide above using an automatic telephone dialing system, and/or an artificial or pre-recorded voice or text message. Consenting to this agreement is not a required condition of purchasing any goods or services.

I (or my dependent or other person in my household) currently get benefits from the government program(s) listed on this form or my annual household income is 200% or less than the Federal Poverty Guidelines (the amount listed in the Federal Poverty Guidelines table on this form).

I agree that if I move I will give my internet company my new address within 30 days.

I understand that I have to tell my internet company within 30 days if I do not qualify for the ACP anymore, including:

I, or the person in my household that qualifies, do not qualify through a government program or income anymore.

Either I or someone in my household gets more than one ACP benefit.

I know that my household can only get one ACP benefit and, to the best of my knowledge, my household is not getting more than one ACP benefit. I understand that I can only receive one connected device (desktop, laptop, or tablet) through the ACP, even if I switch ACP companies.

I agree that all of the information I provide on this form may be collected, used, shared, and retained for the purposes of applying for and/or receiving the ACP benefit. I understand that if this information is not provided to the Program Administrator, I will not be able to get ACP benefits. If the laws of my state or Tribal government require it, I agree that the state or Tribal government may share information about my benefits for a qualifying program with the ACP Administrator. The information shared by the state or Tribal government will be used only to help find out if I can get an ACP benefit.

For my household, I affirm and understand that the ACP is a federal government subsidy that reduces my broadband internet access service bill and at the conclusion of the program, my household will be subject to the company's undiscounted general rates, terms, and conditions if my household continues to subscribe to the service.

All the answers and agreements that I provided on this form are true and correct to the best of my knowledge.

I know that willingly giving false or fraudulent information to get ACP benefits is punishable by law and can result in fines, jail time, de-enrollment, or being barred from the program.

The ACP Administrator or my service provider may have to check whether I still qualify at any time. If I need to recertify my ACP benefit, I understand that I have to respond by the deadline or I will be removed from the Affordable Connectivity Program and my ACP benefit will stop.

The ACP Administrator or my service provider may have to check whether I still qualify at any time. If I need to recertify my ACP benefit, I understand that I have to respond by the deadline or I will be removed from the Affordable Connectivity Program and my ACP benefit will stop.

I was truthful about whether or not I am a resident of Tribal lands, as defined in the "Your Information" section of this form.

PLEASE CAREFULLY READ AND AGREE TO THE FOLLOWING STATEMENTS. BY AGREEING TO THE "TERMS OF ENROLLMENT", YOU AGREE THAT THE STATEMENTS READ AND AGREED TO BELOW ARE ENFORCEABLE:

I agree, under penalty of perjury, to the following statements:

However, if I qualify for ACP, I consent to Broadway Telecom enrolling me into its ACP services in the event Broadway Telecom is an eligible Telecommunications Carrier (ETC) in my state.

I (or my dependent or other person in my household) currently get benefits from the government program(s) listed on this form, experienced a substantial loss of income since February 29, 2020, or my annual household income is 200% or less than the Federal Poverty Guidelines(the amount listed in the Federal Poverty Guidelines table on this form).

I agree that if I move I will give my service provider my new address within 30 days.

I understand that I have to tell my service provider within 30 days if I do not qualify for the ACP Program anymore, including:

- 1. I, or the person in my household that qualifies, do not qualify through a government program or income anymore.
- 2. Either I or someone in my household gets more than one ACP Program benefit..

I know that my household can only get one ACP Program benefit and to the best of my knowledge, my household is not getting more than one ACP Program benefit. I understand that I can only receive one connected device (desktop, laptop, or tablet) through the ACP Program, even if I switch ACP providers.

I agree that all of the information I provide on this form may be collected, used, shared and retained for the purposes of applying for and/ or receiving the ACP Program benefit. I understand that if this information is not provided to the Program Administrator, I will not be able to get ACP Program benefits. If the laws of my state or Tribal government require it, I agree that the state or Tribal government may share information about my benefits for a qualifying program with the ACP Program Administrator. The information shared by the state or Tribal government will be used only to help find out if I can get an ACP Program benefit.

For my household, I affirm and understand that the ACP Program is a temporary federal government subsidy that reduces my broadband internet access service bill and at the conclusion of the program or if I lose my eligibility, my household will be subject to the provider's undiscounted general rates, terms, and conditions if my household continues to subscribe to the service.

All the answers and agreements that I provided on this form are true and correct to the best of my knowledge.

I know that willingly giving false or fraudulent information to get ACP Program benefits is punishable by law and can result in fines, jail time, de-enrollment, or being barred from the program.

I was truthful about whether or not I am a resident of Tribal lands, as defined in the "Your Information" section of this form.

The ACP Administrator or my service provider may have to check whether I still qualify at any time. If I need to recertify my ACP benefit, I understand that I have to respond by the deadline or I will be removed from the Affordable Connectivity Program and my ACP benefit will stop.

## **Terms and Conditions**

By my signing the FCC application, I agree to accept Broadway Telecom Terms & Conditions located at https://broadway-web.telgoo5.com/

## **ACP Benefit Transfer Consent:**

I understand that I am not allowed multiple ACP program benefits with the same or different providers and I consent to enroll or transfer into the Broadway Telecom Affordable Connectivity Program.

I hereby certify that I am receiving ACP benefits from another provider; however, with this application I would like to transfer my benefits to Broadway Telecom.

I hereby certify that to the best of my knowledge, my household is not already receiving an ACP service benefit and I would like to enroll for an ACP benefit with Broadway Telecom.

I authorize Broadway Telecom or its duly appointed representative to: (1) access any records required to verify my statements herein; (2) to confirm my continued eligibility for Affordable Connectivity Program (ACP) assistance; (3) to update my address to proper mailing address format; (4) to provide my name, telephone number, and address to the Universal Service Administrative Company (USAC), the administrator of the program and/ or its agents for the purpose of verifying that I do not receive more than one ACP benefit.

Broadway Telecom is an Affordable Connectivity Program (ACP) supported service. ACP is a federal benefit and only eligible subscribers may enroll. Customers who willfully make false statements to obtain the benefit can be punished by fine, imprisonment, or can be barred from the program. ACP is available for only one benefit per household. A household is defined as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive ACP benefits from multiple providers. Violation of the one-per-household rule constitutes a violation of FCC rules and will result in the customers de-enrollment from the Affordable Connectivity Program. The ACP benefit is non-transferable, and a customer may not transfer his or her benefit to another person.

I further consent to receive calls and/ or text messages that may deliver auto dialed or pre-recorded messages from Broadway Telecom or its duly appointed agent either using my telephone number assigned by Broadway Telecom or provided by me herein or later. I understand this is not a condition of purchase.

Penalty of Perjury under title 18 U.S. Code § 1621, willfully subscribes as true any material matter which he does not believe to be true; is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title, or imprisoned not more than five years, or both. I acknowledge that providing fraudulent documentation or information to receive assistance is punishable by law.

Consent to disclosure (this only applies to you if you apply under "Federal Pell Grant"):

An individual may establish household eligibility to participate in the Affordable Connectivity Program (ACP) if the individual receives a Federal Pell Grant during the current award year.[1] This form is used by an individual applicant to provide written consent for the disclosure of personally identifiable information from the applicant's records maintained by the U.S. Department of Education for purposes of verifying whether the applicant is the recipient of a Pell Grant.

I provide consent for the U.S. Department of Education to share with the Universal Service Administrative Company (USAC), USAC's contractors, the Federal Communications Commission (FCC), and FCC's contractors my status as a Pell Grant recipient in the current award year to verify my household's eligibility for benefits under the ACP. My consent is valid and, unless revoked by me, in writing, shall remain effective during the ACP application and review process and any subsequent ACP recertification processes conducted by USAC or the FCC to ensure my household remains eligible for benefits under the ACP as a result of my receipt of a Pell Grant. I understand that providing my consent is voluntary but that, if I do not provide consent, I may need to submit separate documentation to demonstrate eligibility for the ACP.

I certify under penalty of perjury under the laws of the United States of America that I am the individual whose name and signature appear below and that all of the information provided on this form is true and correct. I understand that the knowing and willful request for or acquisition of a record pertaining to an individual under false pretenses is a criminal offense under the Privacy Act of 1974, as amended, subject to a \$5,000 fine (5 U.S.C. § 552a(i)(3)), and that any falsification or misrepresentation on this form, or on any accompanying document, is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code, including, but not limited to, under 18 U.S.C. § 1001 and, 18 U.S.C. § 1621.

[1] The award year is the school year for which financial aid is used to fund a student's education. Generally, this is the 12-month period that begins on July 1 of one year and ends on June 30 of the following year.