



## Nevada County Fiber Inc TERMS OF SERVICE

This “Terms of Service” Agreement governs the use of broadband internet related services provided by Nevada County Fiber Inc “Service” refers to any broadband internet related service you receive from Nevada County Fiber By using any Service you agree to abide by and be bound by the terms and conditions of this document. The “Customer” refers the individual or entity who is receiving ‘Service” from Nevada County Fiber Inc.

This “Terms of Service” document may be revised by Nevada County Fiber Inc at any time by without prior notice by posting on [www.NevCoFiber.com](http://www.NevCoFiber.com)

Any violation of this agreement may result in Nevada County Fiber Inc taking actions ranging from a warning to a suspension of privileges to termination of services. Nevada County Fiber Inc may, but is under no obligation to: provide you with advance notice of any violation, via email or otherwise, and request that such violation be corrected immediately prior to action. Nevada County Fiber Inc may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when public safety is at stake.

**Customer Electronics** You agree that Nevada County Fiber Inc is not responsible for the maintenance, operation, damage, loss, service or repair of any customer-owned equipment such as, but not limited to television, computer, telephone, security cameras, or any device connected to the services.

**Equipment** In order to receive service, Nevada County Fiber Inc will install an Virtual Broadband Gateway device or other equipment inside and or outside the home, business, or structure. This equipment is and shall remain the property of Nevada County Fiber Inc. The customer will be responsible for the cost of replacing equipment that is damaged or made unusable by the Customer

**Access** You as the Customer agree to allow Nevada County Fiber Inc the right to enter your property for the purpose of adjusting, repairing, replacing, maintaining, moving, auditing, or removing any equipment if necessary. You also agree to allow access for the purpose of checking signal quality. As a customer, you should always ask for proper identification anytime someone requests entry to your property.

**Easement** You agree to grant an easement to Nevada County Fiber Inc a on and through your property to provide service extensions to self and other adjacent Customers as well as to perform necessary maintenance, service upgrades and periodic right-of-way clearing work. When possible, all service extensions will follow the existing utility easements. Easements will be created with location maps and recorded by Nevada County Fiber Inc at no charge to the Customer.

**Damage to fiber optic cables & conduit** There will be no charge for damage to underground fiber optic cables and conduits on the Customers property if Nevada County Fiber Inc has been

contacted within reasonable time to mark the location of fiber optic cables and conduits prior to any excavation, post holes or similar activities within the vicinity of the fiber optic cables and conduits. The Customer agrees to avoid excavating or digging post holes within 5 feet of the underground fiber optic cable and conduits unless prior agreement has been made with Nevada County Fiber Inc. If the customer or customer's contractor damages underground fiber optic cables and conduits without contacting Nevada County Fiber Inc there will be charge for repair.

**Billing and Payments** Customer will pay monthly in advance for Services on the first of each month. Payment may be made using Zelle or by credit card according to the current subscription rates. Customers will not receive a monthly bill unless requested. If payment is not received on 1st of the month a reminder email will be sent after which service will be suspended or disconnected until payment is made. Customer shall notify Nevada County Fiber Inc of disputed items within thirty (30) days of receipt, or longer as required by applicable law. Failure to pay charges billed may result in discontinuance of Service, the removal of all Nevada County Fiber Inc equipment and/or imposition of a late payment or service charge. Should Customer wish to resume a Service after any suspension, Customer may be subject to a reconnection fee. Should Customer wish to resume a Service after termination of Service, Nevada County Fiber Inc may charge an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees.

**Disruption of Service** All Nevada County Fiber Inc Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Nevada County Fiber Inc be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Nevada County Fiber Inc reasonable control. Subject to applicable law, Nevada County Fiber Inc may give credit with respect to Customer's recurring monthly subscription fee for qualifying outages of Nevada County Fiber Inc Services.

**Taxes and Fees** Customer agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

**Recording of Communications:** Customer acknowledges and agrees that all communications between Customer and Nevada County Fiber Inc may be recorded or monitored by Nevada County Fiber Inc for quality assurance or other purposes.

**Assignment or Transfer:** This Agreement and the Services and/or Equipment supplied by Nevada County Fiber Inc are not assignable or otherwise transferable by Customer, without specific written authorization from Nevada County Fiber Inc.

**Termination:**

- a. **Termination by Customer:** Unless otherwise terminated, this Agreement shall automatically renew on a month-to-month basis. Customer acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring service, Customers must email [Andrew@NevCoFiber.com](mailto:Andrew@NevCoFiber.com)

- b. **Termination for Bankruptcy:** Nevada County Fiber Inc shall have the right to terminate this Agreement immediately in the event that Customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer.
- c. **Termination for Breach:** In the event of any breach of this Agreement by Customer, the failure of Customer to abide by the rates, rules and regulations of Nevada County Fiber Inc, or any illegal activity by the Customer using any Nevada County Fiber Inc Service,
- d. **Termination by Nevada County Fiber.** This Agreement may, at Nevada County Fiber's Inc option, be terminated and Nevada County Fiber Inc Equipment removed. Failure of Nevada County Fiber Inc to remove such Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Nevada County Fiber Inc in the event that Nevada County Fiber Inc shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

**Disclaimer:** Nevada County Fiber Inc assumes no liability for any program, services, content or information distributed on or through the Services and Nevada County Fiber Inc expressly disclaims any responsibility or liability for Customer's use thereof. Further, Nevada County Fiber Inc shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

**Force Majeure:** Nevada County Fiber Inc shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Nevada County Fiber Inc, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

#### **Acceptable Use Policy**

Users will not use the service for illegal purposes or to further illegal activities, including and without limitation, placing phone calls, uploading, downloading, posting, distributing or facilitating the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that users access through the Services that:

1. Constitutes an unauthorized reproduction of copyrighted or other protected materials, or otherwise violates copyright law;
2. Violates U.S. export control laws;
3. Is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent or invasive of another's privacy; or
4. Encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

The broadband service is intended for residential use only which includes teleworking, and remote learning, and recreational purposes. Please contact Nevada County Fiber Inc for commercial business use rates which would include hosting revenue generating websites and regular transferring or uploading large data files.

**Use of Services by Others.** Services provided by Nevada County Fiber Inc are for the sole use of the Customer and those other persons designated by the Customer (collectively called “users” in the Broadband Services Agreement). Their Services may be shared among family members in one household, or among employees at one location for a company. All other sharing and reoffering, and all resale of the Services to other persons or entities for specific applications and on a limited basis, may occur only with the prior, written consent of Nevada County Fiber Inc, which may be given or withheld in its sole discretion. Customer is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person who obtained access to Customer’s account.

**Security.** Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on the device. Nevada County Fiber Inc recommends that Customer uses commercially available security protection to ensure the privacy of Customer’s communications and to protect its data and network. Customer expressly assumes any and all risks relating to the security of Customer’s communications, data, and network and its potential access by others.

### **Network Performance**

Nevada County Fiber Inc is committed to providing the best service without restricting what can be done on the Internet, providing economic and quality-of-life benefits to the local community.

We do not block or limit any lawful content, applications, services or use of any non-harmful devices. Lawful network traffic is not discriminated against except in extreme circumstances where we need to manage the traffic for the benefit of all customers and ensure that critical services are delivered without interruptions.

We have built our network from the ground up for high capacity to handle all of your traffic with ease. That being said, all speeds are “up to” their respective speed since there are many factors that affect your speed on the internet. They Include:

1. The number of users who are using a website that you might be using and the capabilities of that site.
2. If you are hardwired or using wireless to connect and, if you are wireless, the signal strength.
3. The service provider that the website uses, among other factors.
4. Your computer and the software that is installed.
5. Viruses and Malware.
6. The number of connected devices in your home that are using our service at the same time.

Typically, you can expect that the level of service you purchase will be delivered as long as the above factors do not limit the connection. You can check your Internet connection against any of the speed test sites, such as [www.speedtest.net](http://www.speedtest.net), for informational purposes but please be aware

that there are several factors that affect the speed, such as the ones listed above. If you feel your speed is lower than expected, please contact us. We do not block any traffic that is lawful and does not violate our terms of service.

**Disputes** Any dispute arising from this Agreement shall be resolved through mediation, each party shall bear 50% of the mediation costs. The parties, each on behalf of themselves and on behalf of their respective heirs, legal representatives, officers, directors, employees, agents, successors, and assigns, promise not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearings, or otherwise, to solicit others to institute any such actions or proceedings, or consent to be a complainant in any criminal action or proceeding, against the other party and its respective heirs, legal representatives, officers, directors, employees, agents, successors and assigns, because of or arising out of any event or transaction described in the statement of work.

**Legacy AT&T DSL Service** AT&T is actively sunsetting its DSL services and the Customer should be fully aware that once they cancel DSL service to their property that AT&T will not currently reinstate their DSL service.

### **Indemnification**

you agree to defend, indemnify and hold Nevada county fiber inc and its partners harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "claims") arising out of or relating to your breach of any of these rules or use (by you or any third party) of Nevada county fiber inc services through the Nevada county fiber inc account assigned to you, except to the extent such claims directly result from Nevada county fiber inc own negligence. the foregoing indemnification obligation shall survive any termination of Nevada county fiber inc services provided to you.

### **Limitation of Liability**

In no event shall Nevada County Fiber Inc be liable under any section of these terms and conditions or under contract, negligence, strict liability or any other legal or equitable theory for any direct, indirect, incidental, exemplary or consequential damages (including, without limitation, loss of use, lost profits, loss of data or information of any kind or loss of business good will or opportunity) whether or not Nevada County Fiber Inc has been advised of the possibility of such loss or damages.

Nevada County Fiber Inc shall not be liable for the cost of procurement of substitute services or technology and in no event shall Nevada County Fiber Inc liability exceed the amounts actually paid by the Customer to Nevada County Fiber Inc. over the prior one (1) year, no action, regardless of form, arising out of these rules or out of the Nevada county fiber inc services may be brought by the Customer or Nevada County Fiber Inc more than one (1) year after the event which gave rise to the cause of action has occurred. some jurisdictions do not allow a limitation on liability for negligence that causes death or personal injury and, in such jurisdictions; Nevada County Fiber Inc liability shall be limited to the greatest extent permitted by law.