



## Orange County Fiber, LLC Wireless Internet Service Agreement

By establishing an account or using the Services of Orange County Fiber, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to Orange County Fiber Internet Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing the Internet 100Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Orange County Fiber may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

**Payment Policies and Terms:** Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to Orange County Fiber within fifteen (15) days from the date of the invoice. A **Twenty Dollar (\$20.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the date of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Any delinquent account(s) shall accrue interest at **21.5% APR** on all outstanding principal amounts until paid and shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber account that has been placed on suspended service there shall be due a **Fifty Dollar (\$50.00) re-connection** charge to reactivate Subscribers Services after the arrearage has been paid. **If equipment must be re-installed because it was removed after an account termination the customer will incur a \$99.00 fee along with the other fees mentioned herein. A Thirty Five Dollar (\$35.00) fee will be added to the subscriber account in the event of any bank returned check.** In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

**Termination:** Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephonically) to the addresses or phone numbers listed in this agreement. Requests received prior to the end of contract term will be honored, but will be charged a **One Hundred and Fifty Dollar (\$150.00) termination fee** and return of the equipment.

Without prior notice, Orange County Fiber may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Orange County Fiber, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Orange County Fiber may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. Termination by Orange County Fiber for violation of the Orange County Fiber Acceptable Use

Policy shall be subject to the termination fee as described above.

**Additional Fees:** In the event that special construction, or additional equipment including but not limited to, a wireless router, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment, materials and any additional labor not included in the standard install which will be billed at \$60.00/hr.

**Equipment and Scope of Work:** All equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of Orange County Fiber. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Orange County Fiber in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber will return the premises equipment to a Orange County Fiber authorized agent. If the equipment is not returned the customer authorizes Orange County Fiber to retrieve all equipment from the Subscriber's premises that is owned by Orange County Fiber.

**Standard Maintenance:** Orange County Fiber connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to the Orange County Fiber network and backbone connectivity.

If your connection ceases to function properly but Orange County Fiber's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (8:30AM-4:30PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

**Not Covered by Standard Maintenance:** Maintenance, repair or replacement of parts or property damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by Orange County Fiber, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

**Performance:** If customer is not satisfied with any service provided by Orange County Fiber under the Agreement, Customer shall provide written or verbal notice specifying the performance deficiency in the Service and allow Orange County Fiber (30) business days ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. Should the parties agree that Orange County Fiber failed to Cure or make progress toward such Cure within the Notice Period, Orange County Fiber will terminate the applicable Service upon request of Customer and waiver any termination fee.

**Voice-Over-IP (VOIP) Usage Information:** VOIP services are not offered in all areas covered by Orange County Fiber broadband services. VOIP services are reliant on available Internet connectivity and subject to the limitations outlined for broadband services in this agreement. Using VOIP equipment with any other VOIP provider may result in a billable service call at current standard rates and may possibly hinder your ability to access features and emergency services such as e-9-1-1

**CallUSA (VOIP) Billing Information:** VOIP services are subject to the terms and conditions of your broadband service including any contractual obligation and termination fees. Certain additional fees may apply if termination of service is requested such as reverse-porting and re-wiring for previous configurations.

**Equipment Protection Plan:** All Orange County Fiber customers can apply for this insurance program. In the event that your antenna and/or cable are damaged due to lightening, wind, hail or other acts of Nature, Orange County Fiber will replace the equipment at no charge. This coverage does not include customer property or customer owned equipment such as routers, bridges, network cards or the like. This plan requires a monthly subscription fee of \$4.99 plus applicable tax.

**Disclaimer:** Orange County Fiber assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Orange County Fiber 's services. Orange County Fiber discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Orange County Fiber which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit of offensive content. Subscriber acknowledges to Orange County Fiber that their use of the Orange County Fiber service to access information, content or other services is at their own risk.

**Disclaimer of Emergency 9-1-1 Services:** IF CUSTOMER USES VoIP (VOICE over INTERNET PROTOCOL)-BASED PHONES, CUSTOMER IS ADVISED THAT EMERGENCY 9-1-1 SERVICE MAY NOT FUNCTION OR BE AVAILABLE TO CUSTOMER WITH THE LOSS OF ELECTRICAL POWER OR IF THE BROADBAND CONNECTION IS NOT OPERATIONAL. EMERGENCY 9-1-1 SERVICE WILL NOT BE AVAILABLE AT ANY REMOTE LOCATION IF INTERNAL USERS USE THEIR VoIP-BASED PHONES REMOTELY. CUSTOMER'S SIGNATURE ON THIS AGREEMENT WILL BE CUSTOMER'S ACKNOWLEDGMENT THAT NETSURFUSA, INC. HAS ADVISED CUSTOMER OF THESE LIMITATIONS AND THAT CUSTOMER ACCEPTS THE SERVICES WITH THESE LIMITATIONS. NETSURFUSA, INC. WILL ALSO PROVIDE LABELS TO CUSTOMER THAT ALERT USERS TO THE LIMITATIONS. THE FEDERAL COMMUNICATIONS COMMISSION RECOMMENDS THAT CUSTOMER PLACE THESE LABELS ON OR NEAR THE TELEPHONE AND OTHER EQUIPMENT ASSOCIATED WITH CUSTOMER'S VoIP-BASED PHONES.

**Governing Law and Venue:** The laws of the State of Indiana shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Orange County, Indiana.

**Customer Agreement:** The customer agrees that they have read and understood the Contract, Acceptable Use Policy, FAQ and Checklist sections of the Orange County Fiber website. **The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.**

**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Orange County Fiber, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of the Orange County Fiber services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using the Orange County Fiber service from any source or to any recipient. The Subscriber further releases Orange County Fiber from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Orange County Fiber's systems and/or the wireless network. Subscriber's release of Orange County Fiber includes any actions or inaction by Orange County Fiber which amount to negligence. Subscriber further agrees to indemnify and hold harmless Orange County Fiber Inc. from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of the Orange County Fiber services herein described.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect. The undersigned understands this is a legally binding contract. Please provide the following information accurately.

**Acceptable Use Policy**

Orange County Fiber agrees to provide high speed wireless internet to the subscriber listed below subject to the following terms and conditions:

This service is for single family residence/home or business or office use only. Internet sharing is allowed only within the boundaries of the terminating location. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means may result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a WiFi hotspot with permission from Orange County Fiber, but this is only allowed on a case by case basis.

**Abuse of Services**

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of Orange County Fiber services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Any Subscriber deemed by Orange County Fiber to be in violation of this section is subject to immediate termination by Orange County Fiber. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

**Monitoring the Services**

Orange County Fiber has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Orange County Fiber, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests. Orange County Fiber may immediately remove your material or information from Orange County Fiber servers, in whole or in part, which Orange County Fiber, in its sole and absolute discretion, determines to infringe another’s property rights or to violate our Acceptable Use Policy.

**Additional Clarifications, Terms and Conditions**

Username, passwords & email addresses are property of Orange County Fiber and it may alter or replace them at any time. Orange County Fiber cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.

**Subscriber Signature:** \_\_\_\_\_

My signature indicates I have read and I agree to all 4 pages of this agreement. Date: \_\_\_\_\_

Accepted by Orange County Fiber on this Date: \_\_\_\_\_