



Customer Agreement

In order to begin service, you must review the following terms and conditions governing American Fiber Network, Inc access service (the "Service"). These terms and conditions will constitute a binding contract (the "Agreement") between you and American Fiber Network, Inc. This explains American Fiber Network, Inc obligations to you, and explains your obligations to American Fiber Network, Inc when you use the Service. You agree that your use of the Service and your access to the Service is provided in consideration of your agreement to abide by the following terms and conditions.

Membership Rights and Responsibilities

- A) By completing enrollment and accepting all of the terms of this Agreement, you become an authorized user of the Service ("Membership"). Continued acceptance of this Agreement is a condition of Membership. You are responsible for complying with all terms and conditions of this agreement, and with all policies and guidelines posted on the Service.
- B) You agree that American Fiber Network, Inc may: (1) revise the terms and conditions of this Agreement; (2) revise its billing rates and account surcharges and (3) revise the services provided under this Agreement at any time. Any such revisions will be binding and effective immediately upon posting the revised Agreement on American Fiber Network, Inc home page, www.americanfibernet.com or upon notification to you by e-mail or United States Mail.
- C) If any revision to this Agreement is unacceptable to you, you may terminate this Agreement at any time by contacting American Fiber Network, Inc through the following means: (1) e-mail (2) United States Mail (3) telephone
- D) Continued use of the Service following notice of any revision of the Agreement, constitutes your acceptance of any and all such revisions.
- E) You are personally responsible for all use of the Service under you ID, even if you allow someone else to use your ID. Illegal, fraudulent or abusive use of any ID or of the Service is grounds for termination of Membership, and may be referred to law enforcement authorities. Enrolling or using any ID on the Service under a name other than your own is prohibited.
- F) Only the person whose name is on the account will be allowed to change the Service or cancel the Service.
- G) You are personally responsible for keeping any and all ID's or passwords for your Service private. You must promptly inform American Fiber Network, Inc if you suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of your ID, password, or any credit, debit or charge card number stored on the Service. Until American Fiber Network, Inc is notified of a breach of security you will remain responsible for any unauthorized use of the Service occurring under your Account.
- H) You agree that the Service may only be used for lawful purposes. Any transmission outlawed by state, federal, or international law is strictly prohibited, including but not limited to, the transmission of unauthorized transactions, copyrighted materials, misappropriated trade

secrets, and threatening or obscene materials. American Fiber Network, Inc may refuse to display or may remove from the Service and material that American Fiber Network, Inc believes violates this Agreement or any policies or guidelines posted by American Fiber Network, Inc on the Service.

- I) American Fiber may require an increase in your monthly bill if you are working from home and/or E-Learning for an extended period of time.
- J) American Fiber offers free basic installation. If at any time, we install the router in a non-recommended location that is requested by the customer, and the router does not give off enough signal to due poor location of install there will be a labor charge of \$75 to move the router.
- K) Disclaimer: American Fiber Network is not responsible or liable for any incidents or emergencies as a result of internet loss (loss of internet to life alert devices, amazon devices, fire alarms, etc.)

No Warranty

American Fiber Network, Inc expressly disclaims any and all loss or liability resulting from, but not limited to:

- A) Loss of data, hardware, or software
- B) Loss or liability resulting from access delays or access interruptions
- C) Loss or liability resulting from computer viruses
- D) Loss or liability resulting from data non-delivery or data mis delivery
- E) Loss or liability resulting from errors, omissions, or misstatement in any and all information, goods, or services obtained on or through the Service
- F) Loss or liability resulting from acts of God

You agree that American Fiber Network, Inc's entire liability, and your exclusive remedy, with the respect to use of the Service, service software, and any breach of the Agreement is strictly limited to a prorated portion of the amount paid to American Fiber Network, Inc for monthly membership fees.

American Fiber Network, Inc disclaims any and all express or implied warranties including and without limitation: (1) Any warranties as to the availability, accuracy, and content of information, products, or services: and (2) any warranties of merchantability of fitness for a particular purpose.

Indemnification

You agree that you shall be responsible for and shall defend, indemnify, and hold harmless American Fiber Network, Inc and our employees, affiliates, suppliers, agents, contractors, distributors, licensors, and business partners and shall reimburse us for any damages, losses or expenses (including without limitations, reasonable attorneys' fees and costs) incurred by American Fiber Network, Inc in connection with any claims, suits, judgments, and causes of action arising out of your use of the services, the American Fiber Network, Inc equipment, or the customer equipment, 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 Services or any unauthorized apparatus or system. Any claims or damages arising out of the lack of 911/E911 or dialing associated with a home security, home detention, or medical monitoring system.

You agree that American Fiber Network, Inc has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you pursuant to Paragraph 1 of this section. In such event, you shall have no further obligations pursuant to paragraph 1 of this section.

Data Security

You are responsible for the protection of your data. The internet is not a secure system. Data can be,

and often is, viewed by third parties. Private or confidential information should not be placed on the system, or if it is you should take steps to protect such information by using encryption technologies. You understand and assume the risk that any transmission over the Service may be interrupted, intercepted, or destroyed.

American Fiber Network, Inc will provide you notice of a breach of the security of certain personally identifiable information about you. It is our information security policy to provide such notice to you in the manner of either a phone call or United States mail.

Fees and Payment

You are responsible for any and all fixed and cumulative charges to your account. All fees and charges are payable in accordance with the billing terms in effect at the time the fees or charges become payable. American Fiber Network, Inc may require you to make payments by a major debit or credit card, check, money order, cashiers check, or cash.

If you make payment through a credit card, you agree to allow American Fiber Network, Inc to bill such card on each successive billing date without obtaining your permission after the initial charge. You shall notify American Fiber Network, Inc of any changes in credit card number or expiration date information. If the card is not honored for any reason American Fiber Network, Inc will attempt to notify you by United States mail or by using the telephone information given during the account setup. If an alternative billing arrangement has not been established within seven (7) days of the due date, services will be terminated, and a reconnection fee may be added to charges for further service.

Billing: Monthly charges are due on the 15th or 30th of each month depending on billing cycle. A **\$10.00 late fee** will be applied to the account when payments are not received by due date. All installation fees are nonrefundable. When altering your existing monthly packages, fees may apply in order to accommodate changes to services.

Overdue Account: You understand that if your account is more than 30 days past due services will be terminated and the account will be shut off until paid in full. There will also be a \$25.00 startup fee to turn the services back on. Any and all collection and or lawyer fees will be paid at customers expense.

Termination Fee: If you terminate your services with American Fiber Network, Inc and decide to reconnect with us in the future, there will be a \$150 reconnection fee.

Equipment: A \$30.00 fee will apply if American Fiber Network, Inc. is responsible for retrieving equipment from your home. There will be a 7-day grace period for equipment to be returned to our local office.

If you DO NOT have the equipment protection plan, you understand that you will be responsible for any broken equipment that is outside of the normal faulty equipment or weather permitting reasons. You will be charged per piece of equipment that is broken (Modem \$250.00, Non-Wifi Modem \$150.00, Demarc (outside shell) \$25.00).

Service Call: If for any reason outside of faulty equipment or weather permitting reasons an American Fiber Employee needs to come to your home you will be billed for a \$75.00 service call.

Termination of Membership

Either you or American Fiber Network, Inc may terminate the membership at any time and without cause. Only the person whose name is on the account will be able to cancel an existing account.

Your obligations upon termination of this Agreement are as follows:

A) American Fiber Network requires a minimum of 5 days' notice to terminate.

- B) You will immediately cease all use of the Services and American Fiber Network, Inc equipment.
- C) You will pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disconnected.
- D) You will return all American Fiber Network, Inc equipment to American Fiber Network, Inc at our local office in working order, normal wear and tear excepted within (10) days. Otherwise, you will be charged up to the retail price for a new replacement for such American Fiber Network, Inc equipment. You may also be charged incidental costs that we incur in replacing the American Fiber Network, Inc equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our agents, to access your premises to remove all American Fiber Network, Inc equipment and other material provided by us.
- E) You understand that you are locked in for 2 years under this contract agreement and will be responsible for paying an early termination fee. If I am unable to fulfill the Term of this agreement, you are subject to an early termination fee 1 year = \$200 or 2 year = \$400 or 3-5 Year equal to the package price times the months remaining on the Service Term plus install fee.

Member Registration Requirements

By signing below you represent that you are at least eighteen (18) years old and have the legal ability to enter into this Agreement. You agree to provide American Fiber Network, Inc with accurate, complete, and updated registration information. Your failure to provide accurate registration information constitutes the Service may be terminated immediately.

Equipment Lease Agreement

In consideration of the mutual agreements set forth following, the Customer (Lessee) agrees to lease from American Fiber Network, Inc and American Fiber Network, Inc agrees to provide to Lessee Service and Equipment under the terms and conditions stated below.

- A) The minimum lease term shall be monthly commencing upon installation of the Equipment and shall continue following the minimum lease term on a month to month lease until cancelled by either party.
- B) The Serial Number of the FTTH Equipment which will be provided by American Fiber Network, Inc in order for the Lessee to receive FTTH services is: (Modem) _____ (PowerSupply) _____
- C) Lessee shall pay American Fiber Network, Inc the initial installation upon acceptance of the lease by American Fiber Network, Inc.
- D) Lessee agrees to be responsible for damage to the Equipment caused by misuse. American Fiber Network, Inc shall perform all necessary maintenance, repairs, upgrades, or replacement to keep the Equipment in good working order. Lessee agrees to notify American Fiber Network, Inc of any damage to or malfunction of the Equipment unit immediately.
- E) The Equipment shall at all times remain the property of American Fiber Network, Inc. The Equipment shall not be construed as realty or a fixture and no liens shall be permitted thereon.
- F) Lessee will allow American Fiber Network, Inc reasonable access to the Equipment for purposes of inspections, maintenance, repair, replacement, upgrade, or removal.
- G) Lessee shall make no alterations or modifications to the Equipment nor change its location without notice and approval of American Fiber Network, Inc.
- H) Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all laws, ordinances, regulations, and restrictive covenants relating to the location, possession, and use.