



## **Terms of Service Nelson County Two Year Contract Fiber Services**

This Terms of Service document is a contract between AcelaNet LLC, d/b/a SCS Broadband (SCS) and \_\_\_\_\_ the subscriber (Customer) of those services whose name and signature is in the seal of this document. This document is a legally binding agreement and describes the terms and conditions pursuant to which SCS Broadband (“SCS” or “we”) will provide the Customer with Internet Service (“Service”). This agreement requires that any dispute be resolved by binding arbitration on an individual basis rather than lawsuits, jury trials, or class actions. By using SCS services and equipment, the Customer is agreeing to these terms and conditions.

### **Terms of Service**

SCS will provide a service for 2 (Two) years upon execution of this Contract. The Customer agrees to continue to purchase the SCS Service for the minimum term of two years to receive this service. The Customer agrees to keep SCS Services during this initial term and all renewals. This Contract will automatically renew for two years each time it expires unless you notify SCS or we notify the Customer of termination before the term period ends. At the end of the Customer's term commitment, additional service charges or equipment costs may apply due to changes in technology or market prices. If the Customer does not fulfill the minimum term commitment or any renewal thereof, the Customer will be liable for and agrees to pay to SCS a termination charge that is agreed to on the signing of the SCS Service Level Agreement (“SLA”). The Customer also agrees to by signing this Terms of Service (“TOS”) contract to abide by the SCS Users Access Policy (“UAP”).

The Customer agrees by signing this TOS contract for SCS Broadband Fiber Services. 1) If the Customer cancels the Service before the end of 2 (Two) years, the Customer agrees to pay SCS a termination fee based on the remaining payments for the term of this TOS. Additionally, the Customer agrees to pay back any installation discount fees provided by SCS Broadband. This TOS contract is in addition to any other contract executed between Customer and SCS. 2) A change of Service Level during the period of this contract must be supported by the execution of a new SLA. The Price of any new SLA will be locked-in for the duration of this TOS or until a new SLA is requested by Customer and executed. With the TOS Contract, SCS will not raise the price of the service plan subscribed as documented in the SLA. Charges for services are subject to government fees and taxes. The Customer has the right to change to any other plan during the term and to receive a lower price if the plan prices go down due to market changes.

### **Installation Discount**

If a discount has been given for installation of fiber by SCS, please see enclosed contract addendum.

### **Service Plan Charges**

You agree to pay any and all applicable fees for the Services you purchase, whether ordered by you, someone authorized by you or someone with access to the Services pursuant to your SCS Broadband Fiber account.

The SLA signed by the Customer at installation includes a one-time installation charge, router charge, and a prorated charge for first month. The billing cycle is from the first of the month to the end of the month.

This agreement automatically renews for two (2) years, unless the Customer cancels or changes to a non-contract plan by notifying SCS at least 30 days prior to the end of term of the agreement.

Although currently there are no taxes on Internet services, if any government charges any taxes and fees at anytime in the future, these will be added to the Customer's invoice. Customer also may choose to have an automatic payment scheduled by filling out the ACH payment request form. This form is available by contacting customer support, or may be downloaded at our website. The auto draft payment can be drafted from a bank account or a credit card.

Invoices are sent out on of the first of the each month. A late fee of \$5.00 is added to any unpaid invoice on the 15<sup>th</sup> of the month. Service is suspended, but account kept open when the Customers balance remains unpaid for 30 days. A \$5.00 late fee is accrued until the Customer balance is paid in full. Any unpaid balance which reaches 90 days will be placed into a third party collections program. The Customer agrees by signing this Terms of Service that any costs and fees, including attorney's fees, SCS incurs to collect any unpaid balance will be paid by the Customer. A handling charge of \$30.00 for any checks returned for insufficient funds will be added to a Customers balance. After 90 days, an interest charge of 1.5% per month will be added to the Customers balance per month.

You agree that SCS Broadband Fiber is not responsible for any third party charges you may incur in connection with your SCS Broadband Payments account, credit card or other payment method.

### **Communicating with SCS Broadband Fiber**

You agree to receive all communications about the Services and your account via email, including any confirmations, bills for Services and payment receipts. However, in the event that SCS Broadband Fiber determines that it is necessary to contact you by other means, you also agree that SCS Broadband Fiber may contact you regarding the Services through the contact information associated with your account, including by direct mail, email, telephone calls, and SMS/text messaging.

### **SCS Broadband Fiber Installation**

You agree to provide SCS Broadband Fiber with all necessary access to the location at the address where you sign up for Services to be installed (referred to as "your premises" below) so that the equipment necessary for you to receive the Services may be installed and configured. You agree that SCS Broadband Fiber may install equipment on the exterior and interior of your premises (including affixing equipment to the outside of your building or facility) at any reasonable location. You also agree that SCS Broadband Fiber may use, and that you have the necessary permissions to approve SCS Broadband Fiber's use of, existing facilities, including existing wiring in and around your premises, to complete the installation services.

If you rent or otherwise do not own your premises, you may be asked to provide written evidence that you have received all permissions necessary for SCS Broadband Fiber to perform installation services. If SCS Broadband, a division of AcelaNet LLC, incurs any costs, including attorneys' fees, because you did not get the necessary authorization(s) for SCS Broadband Fiber to install the equipment required for the Services, you are responsible for reimbursing SCS Broadband Fiber for those costs.

Acceptance of these Terms does not guarantee that SCS Broadband Fiber will install or provide any Services. We may need a separate agreement with you or your landlord in order to install the Services.

## **Security**

SCS Broadband Fiber makes an effort to keep its network secure, but no network security is perfect. While SCS Broadband Fiber may provide technical assistance to you, you are responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that your data is not accessed by unauthorized third parties. SCS Broadband Fiber is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

## **No Resale**

Customers may not resell Internet Access Service through any type of rebroadcast or by any type of transmission wiring to anyone, period. Customers may not use the SCS Service for any type of commercial server unless a customer Service Plan is requested and approved. Failure to adhere to these rules will be cause for immediate suspension of services until remedied, or cancellation of services. All fees and balance will be due immediately upon cancellation, including any early termination fees.

## **Usage Limitations and Fair Access Policy (FAP)**

Customers must comply with all SCS network, bandwidth, data storage and usage limitations. SCS Service currently has unlimited data access. SCS reserves the right to change this policy in the event it becomes necessary due to unforeseen network congestion or changes in the usage of the Internet from future technological changes, or changes involving content which may affect the operation of the network. Continued use of the SCS Service will constitute acceptance of any new limits. If limitations are added in the future to the Usage Limits of the FAP, and the Customer exceeds those limits, then SCS may, at its sole discretion, terminate or suspend Customer's Service account, or request the Customer to choose a different Service Plan which would rectify the issue of exceeding a limitation. The full document, SCS's Fair Use Policy (FAP) is available at the website [SCSBroadband.com/FAQ](http://SCSBroadband.com/FAQ) or may be requested at anytime from SCS Customer Service.

## **Privacy**

SCS Broadband Fiber takes your privacy seriously. You understand and agree that information provided to and collected by SCS Broadband Fiber in connection with the Services is subject to the SCS Broadband Policy which can be found on [SCSBroadband.com/FAQ](http://SCSBroadband.com/FAQ).

## **Service Issue Resolution**

It is the responsibility of SCS to remedy any issue causing the service speed to be less than the minimum of any Service Plan when the issue is due to SCS Network or any SCS Equipment. A free remote analysis is done for all issues, performed at the SCS Network Operations Center using various tools. If this analysis determines an on-site must be performed, SCS will absorb the on-site costs, unless the issue is determined to be unrelated to the SCS Network or SCS Equipment. If the onsite analysis determines it is due to customer equipment, including the Customer owned router, or there is damage to, or interference to SCS equipment caused by the Customer, the Customer will be charged an on-site fee of \$80.00, plus any damaged

equipment.

It is the Customer's responsibility to inform SCS Customer Service of any issue immediately so as to give SCS an opportunity to address the issue for resolution. Failure to do so does not relieve the Customer's responsibility to this Terms of Service Contract.

## **Availability**

SCS has the responsibility to have the network available 99% of the time. The one percent is set aside for system maintenance and outages due to Acts of God. In the event of an Act of God, it is possible to not meet this availability, but SCS will not be responsible for any costs associated with Customer's service in such outage events. The Customer will not be reimbursed for outages due to Acts of Gods, or outages caused by Customer's actions on SCS Equipment or interference.

## **Equipment**

All equipment except the router is provided by SCS and remains the property of SCS. The Customer must return all equipment upon conclusion of services from SCS. The Customer must contact SCS to have the equipment removed; the Customer is not to remove any equipment. Failure to return the equipment will result in an equipment charge equal to the value of the equipment up to \$400. If the Customer intentionally or accidentally damages any SCS equipment, the Customer will be responsible for paying the value of such equipment. The Customer will allow access to SCS equipment for analysis and/or repair in event the Customer's service has been compromised. The Customer purchases outright the indoor router unit and remains solely responsible for the replacement of the router in event of issues or damage to the router. If the customer resets the router to factory default, the customer may bring it into the SCS office for free reprogramming, or have an on-site requested at the cost of \$80.00. Any damage to wiring caused by Customer or animals is to be paid by the Customer, including on-site charges and replacement of cat5 wiring at \$1.00 per foot or fiber cable at \$3.00 per foot.

SCS will not have any responsibility of any Customer's equipment, including the router and any attached equipment such as computers and TVs. The Customer may request SCS on-site services at prevailing on-site hourly charges to assist in getting issues resolved with Customer equipment.

It is the Customer's responsibility to protect all equipment from electrical surge damage, including SCS equipment connected to the 110VAC circuit. SCS is not responsible for any equipment damaged, from electrical surges due to lack of surge protection, or failure of surge protection devices.

## **Our Warranties and Disclaimers**

**We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Services.**

**OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY SCS BROADBAND FIBER OR AN AGENT THEREOF, NEITHER SCS BROADBAND FIBER NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES, INCLUDING ANY EQUIPMENT PROVIDED TO YOU BY SCS BROADBAND FIBER, ITS DISTRIBUTORS OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE**

**SERVICES, THE SPECIFIC FUNCTION OF THE EQUIPMENT OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT “AS IS.” SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.**

### **Limitation of Liability**

SCS will not be liable for interruptions in Services caused by failure of the Customer's hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of SCS, including, but not limited to: acts of God; acts of public enemy; acts of the United States, a state or other government subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or equipment supply shortages; and inability to obtain power, equipment or transportation. SCS is not liable for any Customer losses such as lost profits or lost business during the affected period.

SCS makes no representation or warranty regarding the actual speed of the Broadband Service or other Services provided by SCS. SCS makes no warranty regarding the services and disclaims any implied warranty, including any warranties of merchant-ability or fitness for a particular purpose.

The Customer agrees that SCS will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Service.

### **Termination**

SCS Broadband Fiber reserves the right to terminate some or all of the Services it provides to you at any time, in its sole discretion, for any reason, without notice.

The Customer may terminate the Service if SCS does not remedy any ongoing breach of terms and conditions in the Terms of Service contract within thirty (30) days after SCS receipt of written notice from the Customer of such breach, which is the Customer's exclusive remedy for a breach by SCS.

### **Acceptable Use Policy (AUP)**

The SCS Acceptable Use Policy (AUP) is available [SCSBroadband.com/FAQ](http://SCSBroadband.com/FAQ) or may be requested from SCS Customer Service. The SCS AUP describes what activities are not allowed using the Service.

### **Copyright Issues**

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

### **Business uses of our Services**

**If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify SCS Broadband Fiber and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.**

**Dispute Resolution by Binding Arbitration**

SCS requests the Customer immediately contact the SCS Customer Service department for any concerns or complaints about the Service. Generally, Customer complaints can be satisfactorily resolved in this way. If you are not able to resolve your concerns through the SCS's Customer Service department, the Customer agrees to resolve all disputes through binding arbitration or small claims court rather than lawsuits, jury trials, or class actions.

**SCS Right to Make Changes**

Unless otherwise prohibited by law, SCS may change the terms and conditions of the Customer's Service at any time by giving the Customer 30 days notice by Invoice message, E-MAIL, or other notice, including posting notice of such changes on SCS website. The Customer accepts any changes automatically upon payment of services after changes go into effect.

**Entire Agreement**

These terms and conditions together with the service order and any specific agreement regarding a term commitment and price agreed upon by the Customer and SCS are the entire agreement between the Customer and SCS, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of SCS employees or agents. If the Customer has signed (including electronically) an agreement with SCS including Service terms and conditions, in the event of a conflict between that agreement and this document, the signed agreement shall control.

Company Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

\_\_\_\_\_

Billing Address if different than service address:

\_\_\_\_\_

\_\_\_\_\_

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_