



## mi-fiber, LLC – TERMS OF SERVICE

### PREFACE

As your Internet service provider (ISP), mi-fiber requires each and every individual using the Internet services provided at any time, and in any location to adhere to the following Terms of Service.

### 1. DEFINITIONS

“You”, “your”, and “Customer” refers to the person or entity that subscribes to Services and anyone who accesses the Services and Equipment provided to subscriber.

“We”, “us”, “our”, and “mi-fiber” refer to the mi-fiber, LLC provider of Services to you and as identified on your bill.

“Service(s)” refer to any services you have agreed to obtain from mi-fiber.

“Equipment” means any equipment or accessories you purchase, rent or lease from mi-fiber or those provided by mi-fiber for use in any manner in connection with your Services.

### 2. AGREEMENT

You agree to be bound by these Terms of Service by (i) executing a copy of the service agreement, (ii) ordering a service or (iii) using the services provided by mi-fiber at customer’s location. mi-fiber may in its sole discretion modify, add or remove portions of these Terms of Service at any time by posting the amended Terms of Service on the Company website at [www.mi-fiber.net](http://www.mi-fiber.net). Customer’s continued use of the services following such notice shall be deemed as customer’s acceptance to any revision of these Terms of Service. If customer does not agree to the revised Terms of Service, customer must immediately notify mi-fiber of customer’s intent to terminate services and return all equipment.

### 3. YOUR RESPONSIBILITIES REGARDING EQUIPMENT

(a) You will permit us to enter your premises to install, maintain or replace equipment and to make sure our services are operating and being delivered properly to you. You confirm that you are authorized to grant the rights described in this paragraph.

(b) After we install or remove equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make.

(c) We can make changes to Equipment and Software through downloads from our network or otherwise. If you have a third party device attached to our equipment, we or the device manufacturer may from time to time download software to the device, which may change its features and functionality. Upon request, mi-fiber may provide technical assistance as to customer’s personal devices, however, **customer agrees that mi-fiber shall do so as a customer service and customer agrees mi-fiber shall NOT be liable for loss of data and/or any damage to any personal device.**

(d) You may not move our equipment to any location other than the location where you initially ordered to receive the services without the prior written authorization of mi-fiber. This is true even if you have moved to a new location and continue to pay us for the services. You may not remove or alter our logos or other identifying information on the equipment.

(e) You must return any mi-fiber owned equipment to us in a reasonably similar condition as when the equipment was delivered and, if you fail to do so, we have your permission to retrieve the equipment from your premises at your expense. You are responsible for any and all applicable fees until we are in receipt of the equipment. If we do not receive the equipment within a reasonable time after the services are terminated, we are entitled to assume that you have lost the equipment. If equipment has been lost, see section (f).

(f) If the equipment is lost, stolen or damaged, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our equipment is available on request from mi-fiber. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the equipment or the losses we could suffer if a third party improperly gained access to our services using equipment we provided to you.

(g) The equipment we provide to you at any and all times shall belong to mi-fiber. This includes equipment that is lost, stolen or damaged and for which you have not reimbursed mi-fiber. If you recover previously lost or stolen equipment for which you reimbursed us within one (1) year of the date return was required, you will return the equipment to us and we will return the money you paid to us if all found equipment is returned and is fully functional. However, any equipment which is not in mi-fiber possession within one (1) year from the date return was required will be deemed a total loss by mi-fiber, and return beyond this date will not be accepted, nor will any money be returned.

#### **4. YOUR RIGHT TO USE OUR SERVICES AND PROPERTY IS LIMITED**

(a) The services we provide and the manner in which we deliver them will change from time to time, in part due to our efforts to improve our services. These changes may impact the services you receive today, may require that you alter or replace your own equipment or its configuration, or lease new or additional equipment from mi-fiber to continue to obtain the full benefit of those services. If you are under a promotional offer with a set price for a set period of time, you are assured only that you will be charged that set price during the time specified. You are not assured that the services you receive (or that our equipment and system requirements) will remain the same.

(b) The services are for your reasonable use only. Upon installation, your network will be secured with a password. You may change the password to suit your needs by calling mi-fiber, but the network must remain password protected at all times. You may not provide the services to any person who is not a member of, or guest in, your household; nor to persons outside your premises, whether for a fee or otherwise. You will take reasonable and necessary steps to secure your network from others gaining unauthorized access to the services.

(c) If you knowingly access services that you have not paid for, damage or alter our equipment (or use third party equipment) in order to obtain services that you have not paid for, you will have breached these Terms of Service and possibly subjected yourself to statutory damages, fines or imprisonment. We may at any and all times enforce our rights with respect to theft of or tampering with our services.

(d) You are only allowed to use our software and other intellectual property as needed to receive our services.

(e) We will conduct maintenance from time to time that may interrupt the services.

#### **5. YOUR FINANCIAL RESPONSIBILITIES**

(a) You must pay for the services you receive in accordance with our billing practices, along with any installation charges and other applicable fees and taxes. If you have any questions about our prices or fees, please contact mi-fiber at 1-844-499-0399 or online at ([www.mi-fiber.net](http://www.mi-fiber.net)).

(b) If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following additional amounts:

- a late fee of \$10 per month;
- a reconnect fee of \$30; and
- any amounts we spend, including reasonable attorney's fees and expenses, to collect the money you owe us.

You confirm that such fees are reasonable in light of our costs in collecting past due amounts.

(c) At any and all times when your account is past due, mi-fiber reserves the right to suspend or terminate services to your account.

(d) If we suspend any of your services for failure to pay amounts you owe us or for violating our Customer Agreements, we may require that you pay us a fee to restore your service.

(e) If your check or draft to us is returned for any reason including insufficient funds (or if your bank or credit card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us an insufficient funds charge in the amount of the bank's charge (i.e. a pass through) plus a \$25 administrative fee.

(f) We may verify your credit standing, including through credit reporting agencies. For further information about this topic, please see our Privacy Policy.

(g) We may require a deposit or other guaranteed form of payment from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or credit card account you have authorized us to use.

(h) You authorize us to accept (and charge you for) any orders or requests made through your account for services or from your location, whether or not these charges are made by you personally.

(i) We are not required to notify you of offers we make available to others, or to lower your rates to equal those contained in such offers.

(j) You must bring any billing errors to our attention within one year of the day on which you receive the bill or you will waive your right to (in other words, you will not be eligible to receive) a refund or credit.

(k) You cannot settle amounts you owe us by writing "paid in full" or any other message on your bill or check.

(l) If you provide us with a credit or debit card for billing or deposit purposes and the issuer gives you a new card on the account with a different expiration date, you authorize us to update our records to reflect the new expiration date and "pin" number/CSC and to continue to use the account as before.

(m) If a third party sues mi-fiber based on your use of our services you agree to indemnify mi-fiber (in other words, make us whole) for any losses, including reasonable attorneys' fees and expenses, that we suffer.

## **6. ADDITIONAL INFORMATION FOR INTERNET SUBSCRIBERS**

(a) We may use network management tools to make our services operate efficiently.

(b) We may set or change the maximum bandwidth limit or other characteristics of any high-speed Internet service level. If we do, we may put in place additional terms and conditions to address usage that is not consistent with the resulting level of high-speed Internet service. To maintain or improve Internet speed under these circumstances you may be required to pay an additional monthly rate, upgrade your level of service or pay for additional bandwidth. We will notify you of any new or changed bandwidth limit for your high-speed Internet service level and any related terms and conditions.

(c) We have an absolute right to monitor your bandwidth usage patterns and your compliance with our Customer Agreements.

(d) The equipment and network design used to provide your high-speed Internet service are state-of-the-art and have been developed to optimally deliver broadband services. Within the broader Internet cloud, certain circumstances could arise that could affect underlying broadband service performance received from mi-fiber.

(e) If you send or post materials through the high-speed Internet service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant mi-fiber, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates any of our Customer Agreements, we may, but have no duty to, delete the materials, block access to them or cancel your account.

(f) The high-speed Internet service requires the use of a router. We will lease you a router. If you use a router that we have not approved for use on your system, the high-speed Internet service may not work properly, and mi-fiber is not responsible for any repairs in this circumstance.

#### **7. IF YOU HAVE SERVICE PROBLEMS, YOU MAY BE ENTITLED TO A CREDIT**

(a) We will attempt to correct service problems caused by our equipment or software but we are not required to install, service or replace third party equipment or software. Depending on the circumstances, we may charge you for service calls. The charge for a service call includes a \$30 trip charge and \$60 per hour.

(b) mi-fiber is not liable for service interruptions. The only exception to this standard is a loss of high-speed Internet for more than twenty-four (24) consecutive hours where the cause of the outage was within our reasonable control. All credit requests must be made within thirty (30) days of your receipt of the bill following the outage or service issue. Credit requests may be made by contacting mi-fiber at 1-844-499-0399.

(c) We have no obligation to compensate you for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

#### **8. WE MAY CHANGE OUR CUSTOMER AGREEMENTS**

(a) We may change our Customer Agreements by amending the online version of the relevant document. Unless you have entered into a contract that ensures a fixed rate for a period of time, we may also change the prices for our services or the manner in which we charge for them.

(b) Your continued use of the services following any change in our Customer Agreements, prices or other policies, indicates your acceptance of the change(s). If you do not agree to the change(s), you will need to contact mi-fiber at 1-844-499-0399 to cancel your services.

(c) Any changes to our Customer Agreements are intended to be prospective only. Changes to any Customer Agreements will not have any effect prior to the date in which they are enacted.

#### **9. ENFORCEMENT**

mi-fiber reserves the right, but does not have a duty, to strictly enforce these Terms. The following is a non-exhaustive list of manners in which mi-fiber may enforce these Terms: by issuing warnings; suspension or termination of services; by engaging in self-help and active investigation; or litigation and prosecution in any court or other appropriate venue.

mi-fiber may access, use, and disclose transaction information and any content provided by you to comply with the law; (e.g., a lawful subpoena); in accordance with mi-fiber's reasonable business judgment that disclosure is necessary; to enforce or apply our Policies; to initiate, render, bill, and collect for services; to protect our rights, property or other users of mi-fiber services, the site and other persons; or to protect mi-fiber, you, or any

other user or entity from fraudulent, abusive, or unlawful use of the site or any such services. INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE TERMS OR ANY RELATED POLICY BY YOU OR ANY THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED A VIOLATION OF THESE TERMS BY YOU.

For further information on this clause, please see our Privacy Policy.

## **10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL MI-FIBER, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND/OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH:

- (i) THE USE OF OR INABILITY TO USE THE SERVICE OR THE SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE SERVICE OR THE SITES; OR
- (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE OR THE SITES OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE SERVICE OR THE SITES;
- (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE;
- (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS;
- (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES OR OUR SITES;
- (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO: ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND MI-FIBER'S REASONABLE CONTROL; OR
- (vii) ANY OTHER MATTER RELATING TO OUR SERVICES OR OUR SITES, EVEN IF MI-FIBER OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THE SITES AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SERVICE AND/OR THE SITES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MI-FIBER UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR ANY AND ALL SERVICES RECEIVED FROM MI-FIBER FOR THE PAST TWELVE (12) MONTHS.

## **11. YOU AGREE TO LIMIT THE TIME YOU HAVE TO BRING A LEGAL ACTION**

You waive the right to commence any proceeding against mi-fiber if the relevant events occurred more than one (1) year prior to the date of notice to mi-fiber. This waiver is not enforceable, and the normal statute of limitations in your area will apply, if you notified mi-fiber in writing of the events giving rise to the proceeding within one (1) year of the occurrence of such events.

## **12. TERMINATION/SUSPENSION**

You agree that mi-fiber may immediately terminate or suspend your account and/or any associated email address. Cause for such termination, suspension or change shall include, but shall not be limited to:

- (i) breaches or violations of these Terms of Service or other incorporated Agreements or guidelines;
- (ii) requests by law enforcement or other government agencies;
- (iii) a request by you (self-initiated account deletions);
- (iv) discontinuance or material modification to the sites (or any part thereof);
- (v) unexpected technical or security issues or problems;
- (vi) extended periods of inactivity, and/or
- (vii) engagement by you in fraudulent or illegal activities.

Termination of your account (or, if mi-fiber elects instead to suspend your account) may include the deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof).

mi-fiber has full and sole discretion to suspend or terminate an account and any associated email address. mi-fiber shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, loss of any associated email address, or loss of access to the sites.

### **13. YOU MAY NOT TRANSFER YOUR RIGHTS OR RESPONSIBILITIES TO ANOTHER PERSON**

Unless transfer is performed with the consent of mi-fiber, you may not transfer or assign the services, the equipment or your obligation to comply with our Customer Agreements to any other person or entity.

### **14. CONFLICT BETWEEN LAW AND CUSTOMER AGREEMENT**

(a) Our Customer Agreements are subject to the legal requirements that apply where you live. If such a requirement conflicts with any of our Customer Agreements with respect to one or more services, the legal requirement will take priority over the subsection of our Customer Agreement with which it conflicts, but only with respect to that subsection and only with respect to the services to which such legal requirement applies.

(b) If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the Agreement shall stand. The invalid or unenforceable portion shall be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intent of the original.

### **15. CONFLICT BETWEEN CUSTOMER AGREEMENTS**

(a) The Customer Agreements constitute the entire agreement between you and mi-fiber. You are not entitled to rely on any agreements or undertakings made by mi-fiber personnel other than those contained in the Customer Agreements.

(b) If we have provided you with non-English translation of any of our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with mi-fiber and will control in the event of a conflict. The translation is provided as a convenience only.

(c) In the event of a conflict between these Terms of Service and any other document, the Terms of Service control.

(d) In the event of a conflict between these Terms of Service and the terms of any Addendum of the Terms of Service, the Addendum of the Terms of Service, as applicable, shall control.