



Mi-Fiber, LLC Internet Residential Service Agreement

THIS SERVICE AGREEMENT (“Agreement”), is made by and between Mi-Fiber, an Iowa Limited Liability Company (hereinafter referred to as "Mi-Fiber") and "Customer" hereinafter identified. Mi-Fiber directly and through its affiliates offers residential customers a range of services pursuant to the terms of this Service Agreement and any Addenda, Exhibits, and Schedules attached now or at a later date (collectively referred to hereafter as the “Agreement”). Witnesseth: Mi-Fiber hereby agrees to provide Mi-Fiber Broadband Internet Service (hereinafter "Service") to Customer upon the terms and provisions hereinafter provided. Rates and terms for other services shall be delineated in designated Addendums which will be required to change or add services.

Customer Billing Name _____ Cell Phone _____ Home Phone _____

Service Address _____ City _____ State _____ Zip _____

Billing Address (if different than Service Address) _____ City _____ State _____ Zip _____

1. Customer hereby agrees to pay the monthly rate to Mi-Fiber for the Service, for a minimum term of **1 year**, beginning on the Service installation date. Said monthly rate is for Service as selected by Customer and as indicated below, billed on the first of each month, and due and payable on the 21st day of each month. In addition to providing Service, Mi-Fiber will lease or sell to Customer all equipment necessary to receive and utilize Mi-Fiber’s Service.

Payment Option Elected: _____

Bank payments will be deducted from Customer bank accounts on or around the 10th of each month (date may vary slightly due to holidays and weekends). Credit and debit card payments will process on or around the 15th of each month (date may vary slightly due to holidays and weekends). Mi-Fiber bills for Service in advance.

2. In the event Customer disconnects from Mi-Fiber or terminates this Agreement before the expiration of the minimum term set forth in Paragraph 1 above, Customer hereby agrees to pay to Mi-Fiber all monthly charges associated with the Service months remaining on the 1 year term of this Agreement. After the completion of the minimum term, Service continues on a month-to-month basis and Customer may terminate Service by giving notice to Mi-Fiber. Customer must return any leased router and any other Mi-Fiber owned equipment in working order within 30 days of termination of Service, or shall reimburse Mi-Fiber for any Mi-Fiber owned equipment costs. Upon termination of Service, charges for any Mi-Fiber owned router and other equipment will automatically be added to Customer’s next bill. If Customer returns such equipment in fully functional working order within 30 days of termination of Service, the charges will be credited back to Customer’s account.

3. A non-recurring installation fee of \$100 will apply. Standard installation includes one hard-wired connection and assistance with connecting up to five wireless devices (laptops, tablets, cell phones, and gaming systems). If Customer moves the Mi-Fiber Service to another house or business located in the Mi-Fiber service area, a new installation charge may apply. Customer is advised to contact Mi-Fiber prior to said move in order to make arrangements to enable a coordinated and timely move of services. **Access to Service Premises** – Mi-Fiber may enter into, upon and over Customer service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and/or remove facilities and equipment used to provide Service. To the extent the same is consistent with Customer’s ownership of the premises, Customer grants Mi-Fiber an easement to construct, install, maintain and/or replace a service drop and other service facilities and permission to install, connect, inspect, maintain, repair, alter, disconnect and/or remove all facilities and equipment necessary to provide Service. In the event Customer is not the owner of the premises upon which installation is requested, Customer warrants to Mi-Fiber that Customer has obtained the consent of the owner of the premises for Mi-Fiber to install and maintain its facilities and equipment as contemplated herein.

4. Equipment placed by Mi-Fiber is required for the utilization and optimal performance of the Mi-Fiber Broadband Internet Service. As such, Customer agrees to either rent or purchase a Mi-Fiber router.

Purchased routers come with a one year limited equipment warranty (see Internet Terms of Service for more information). Mi-Fiber provides any necessary labor for the first 90 days. Beyond that, Customer will be responsible for any costs associated with repairs or replacement of the equipment unless Customer purchases router maintenance. Router maintenance is only available at the time of purchase and billing begins 90 days after installation. The minimum term for router maintenance is 1 year, beginning on the Service installation date. Customer will not have full control of the purchased router on the Mi-Fiber network. Mi-Fiber maintains the right to manage network settings in the purchased router to protect the network and other users on the network.

The router rental fee includes an equipment replacement guarantee should such equipment fail (excepting those circumstances outlined in paragraph 5 below). Managed Wi-Fi Service includes the rental fee for the router necessary to optimally access and utilize Mi-Fiber's Service, and provides 24/7 concierge hotline support, 24 hour Wi-Fi monitoring, full coverage Wi-Fi signal guarantee (additional hot spots are an extra charge), no-cost issue resolution, and equipment replacement guarantee. If Customer does not subscribe to Mi-Fiber's Managed Wi-Fi Service, Customer assumes responsibility of maintaining their Wi-Fi Service beyond the reach of the main Wi-Fi router. If Customer does not purchase router maintenance, lease the router, or subscribe to Managed Wi-Fi Service, Customer will be charged for time and material used for onsite assistance, plus a trip charge. Labor for completion of on-site maintenance and repair will typically be performed during normal business hours.

5. In no event shall Mi-Fiber be liable for any direct, indirect, incidental, or consequential damages resulting from any defect in the hardware or the loss or interruption of Service, even if Mi-Fiber has been advised of the possibility of such damages. Other damages for which Mi-Fiber shall not be liable include hardware that has been subjected to physical abuse or used with defective or non-compatible equipment, or where damage occurs due to acts of God, fire, floods, explosions, terrorism, labor trouble or stoppage, fiber cut or damage caused by a third party, or other causes beyond Mi-Fiber's control, including but not limited to lightning or other forms of power fluctuations. Mi-Fiber is not responsible for maintenance or replacement of existing inside wiring used in the provision of Service.

6. In the event of default of payment of amounts due by Customer to Mi-Fiber, Mi-Fiber may suspend or terminate Service at any time thereafter, including during the minimum term provided for in Paragraph 1 above, upon THREE (3) days written notice via email to Customer at the email address of record as designated on the CPNI form below. Customer agrees to pay a \$10.00 Late Fee each month a payment is delinquent and a \$30.00 Reconnect Fee to restore Service if Customer's Internet Service has been temporarily suspended for nonpayment of amounts due. Mi-Fiber may charge Customer an insufficient funds or returned check charge in the amount of the bank's charge (i.e. a pass through) plus a \$25.00 administrative fee if Customer's check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Mi-Fiber's acceptance of late or partial payment and late payment charges will not constitute waiver of any of Mi-Fiber's rights to collect the full amount due.

7. Should Customer fail or refuse to carry out the terms of this Agreement, or to pay all charges as specified including all taxes, fees, and surcharges by the due date on the invoice, this Agreement may be terminated by Mi-Fiber and Mi-Fiber may initiate legal proceeding to enforce this Agreement, including collection of amounts owed. Customer shall pay any and all costs and expenses, including reasonable attorney's fees incurred by Mi-Fiber in the enforcement of this Agreement and the collection of amounts owed. Interest on unpaid amounts shall accrue from the date owed at the rate of up to 1.5% per month (18% per year).

8. Customer elects the following Internet Service, Router, Router Maintenance, Tech Home Service, Additional IP Address, UPS/Backup Battery, and Email Account options as designated below. All pricing excludes state and federal taxes, regulatory fees, and surcharges.

Customer Selection	Internet Service	Download and Upload Speeds Up To	Monthly Rate
	Mi-Fiber 75	75 Mbps	\$59.95
	Mi-Fiber 200	200 Mbps	\$69.95
	Mi-Fiber 500	500 Mbps	\$79.95
	Mi-Fiber 1000	1,000 Mbps (1 Gig!)	\$99.95

Speeds may vary depending on Customer owned equipment, environmental conditions, and connection, and while all Service speed descriptions shall be principally reflective of the speeds received by Customer, such speeds reflect an "up to" level of speed performance relative to those specified in the Customer's subscribed to Service Tier.

Customer Selection	Router Option (Must Choose One)
	Gigabit Enabled Router Rental Fee \$9.95/month
	Gigabit Enabled Router Purchase Price \$179.95

Customer Selection	Router Maintenance (Optional)
	Purchased Router Maintenance \$3.00/month

Customer Selection	Tech Home Services (Optional)
	Tech Home Protect \$4.95/month
	Tech Home Protect Plus \$9.95/month
	Managed Wi-Fi Service \$14.95/month (Also Includes Router Rental Fee & Tech Home Protect) Additional access points are available for \$7.50/month/device. <i>*Only available with router rental</i>
	Tech Home Support \$24.95/month (Also Includes Router Rental Fee, Tech Home Protect, & Managed Wi-Fi) <i>*Only available with router rental</i>

Customer Selection	Additional IP Address (Optional) (required for any Customer-owned equipment that needs a public IP address – contact Mi-Fiber to discuss or if more IPs are needed)
	1 Usable IP Address – \$16.00/month
	5 Usable IP Addresses – \$32.00/month

Fiber optic services and Voice over IP (VoIP) require backup power to continue functioning during a power outage. To minimize disruption of Service during an outage, Mi-Fiber offers the following uninterruptible power supplies (UPS) with limited battery backup capability. Customer may need more than one UPS – for example, both the indoor ONT and the router will require backup power for the Internet Service to function during an outage. As with all batteries, the batteries offered by Mi-Fiber, LLC have a limited life and will eventually need to be replaced. Further, the length of time the backup power will last will be affected by the number of items plugged into the UPS and by the power consumption of the equipment.

Quantity	Uninterruptible Power Supply (Optional)
	APC UPS battery backup and surge protector \$99.95

Optional Mi-Fiber email account

Mi-Fiber Internet Service includes 1 primary email account and up to 4 secondary email accounts.

*If more than 5 Mi-Fiber email accounts are needed, additional Mi-Fiber email accounts may be purchased for \$3.00/month.

Usernames must start with a letter and contain 3 -15 characters (letters, numbers & underscore). Passwords must contain 8-20 characters (combination of numbers, letters and the following symbols @#&_[]].?+\$), at least one uppercase letter, one lowercase letter, one digit and cannot contain the username. It is Customer’s responsibility to protect and periodically change passwords.

Account	Username	Password
Primary Email		
Secondary Email 1		
Secondary Email 2		
Secondary Email 3		
Secondary Email 4		

9. In conjunction with the provision of this Service, Mi-Fiber shall refrain from imposing any specific data caps on Customer's usage. Nevertheless, in order to insure Customer uses Mi-Fiber's Service in a reasonable manner, should Customer's usage exceed the average usage within the Customer's Service Tier by five times (5X) or more, for two (2) consecutive billing months (excessive usage), Mi-Fiber shall reserve the right to upgrade Customer to the next higher speed tier upon appropriate notice. For Customers subscribing to Mi-Fiber's Gigabit Service, Mi-Fiber shall reserve the right to upgrade Customer to an appropriate commercial plan. Mi-Fiber shall notify the Customer prior to moving Customer to the next Service Tier or imposing additional fees, should the Customer's usage be identified as excessive.

10. Customer may upgrade to a higher speed with no penalty during the term of the Agreement. Customers who receive a promotion based on a certain subscription speed and elect to downgrade to a lower speed during the term of the Agreement will be charged the value of the promotion (i.e., the cost of free months of Service, monthly discount, etc. that was tied to the speed tier elected in this Agreement).

11. Service terms outlined above are subject to change based on 30 days advance notice to Customer. The notice may be provided on Customer's monthly bill, as a bill insert, by email, or by other written communication. Customer's continued use of the Service following any such change indicates Customer's acceptance of the change(s). If Customer does not agree to the change(s), Customer will need to contact Mi-Fiber at 1-844-499-0399 to cancel Service and return all Mi-Fiber owned equipment.

I have read, understand, and agree to the Terms and Conditions as stated in the Mi-Fiber, LLC Internet Residential Service Agreement, and I acknowledge receipt of an electronic copy thereof. I have read, understand, and agree to abide by the terms as stated in the Mi-Fiber Acceptable Use Policy, Privacy Policy, Internet Terms of Service, and DMCA Notice and I acknowledge receipt of electronic copies thereof. I acknowledge these documents represent the entirety of the terms agreed to between the parties, with the exception of any promotional pricing in place at the time of the agreement. The Agreement shall be governed and interpreted according to the laws of the State of Iowa.

Customer Signature: _____

Date: _____

Mi-Fiber, LLC Customer Proprietary Network Information (CPNI)

Under the FCC rules governing the use and disclosure of Customer Proprietary Network Information (CPNI), Mi-Fiber will only be allowed to discuss CPNI at our retail locations with the account owner and/or those individuals listed as an authorized user on the account and carrying a government issued photo ID. For telephone inquiries, we may authenticate the account owner/authorized users through the use of an electronic address of record or a password and back up question combination only for purposes of service and account inquiries, including inquiries relating to CPNI. CPNI includes call detail information (including the services you subscribe to and the amount of your bill) and other individually identifiable and customer specific information. Under FCC rules, companies like Mi-Fiber are responsible for maintaining the security and confidentiality of CPNI.

To establish authorized users, create a password and backup question and/or electronic address of record (email address), complete the following:

Add Authorized Users:

Legal Name (print)	Relationship	Contact Number
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Legal Name (print)	Relationship	Contact Number
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Legal Name (print)	Relationship	Contact Number
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Designated Account Password: _____

Answer One Back up Question: What is your favorite color? _____

What was the name of your first pet? _____

Make/model of your first car? _____

E-mail Address of Record for Account Inquiries, Billing, and Other Correspondence:

Important: By signing below, the customer is providing the company with express written approval to communicate via the designated e-mail address and/or to use the above password and back-up question and/or establish authorized users in connection with the service and account inquiries made by the account owner or designated account users. This approval includes responses to inquiries related to the customer's services generally and specifically to inquiries concerning call detail information and account information, including CPNI.

Account Owner (Print) _____

Account Owner (Signature) _____

Date _____