

**4-COUNTY FIBER, LLC.  
d/b/a 4CFASTnet**

**TERMS OF SERVICE AGREEMENT**

In order to use the 4-County Fiber, LLC d/b/a 4CFASTnet products and data services, all network users agree to the following terms:

**Acceptance of Terms of Service:**

The services shall commence the day on which 4CFASTnet notifies you that the services are ready for use, and shall continue on a month-to-month basis, until canceled by either party. For this agreement, the term services refers to the purchase of internet access through 4CFASTnet. You acknowledge and agree that any estimated service commencement date is an estimate and that 4CFASTnet shall not be liable to you in any way for failure to commence the services by such date.

By using 4CFASTnet's services, you signify your agreement to all terms, conditions, and notices contained or referenced herein, including those published on our website, [www.4cfastnet.com](http://www.4cfastnet.com), under the heading "About FASTnet" (the "Terms of Service Agreement"). These Terms of Service supersede anything else on our website or elsewhere that contradicts them. We reserve the right, at our discretion, to update or revise these Terms of Service. Please check the Terms of Service periodically for changes. Your continued use of our services following the posting of any changes to the Terms of Service constitutes acceptance of those changes.

**Proprietary Rights:**

You acknowledge and agree that all content and materials available from 4CFASTnet are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by 4CFASTnet, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Notwithstanding the above, you may print or download one copy of the materials or content on this site on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Systematic retrieval of data or other content from this site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from 4CFASTnet is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in these Terms of Service is prohibited.

**Disclaimer of Warranties:**

All materials, information, software, products, and services included in or available through FASTnet are provided "as is" and "as available" for your use. The content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement. FASTnet does not warrant that the content is accurate, reliable, or correct; that our services will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Your use of our services is solely at your own risk.

**Indemnification:**

No contract or agreement with 4CFASTnet shall create legal rights or benefits in third parties. Upon a request by 4CFASTnet, you agree to defend, indemnify, and hold harmless 4CFASTnet and any affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of our website or 4CFASTnet products, software, or services provided to your network. 4CFASTnet reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with 4CFASTnet in asserting any available defenses.

**Acceptable Usage of Bandwidth:**

The 4CFASTnet network is designed for typical usage by a typical computer user. Computer activity resulting in excessive or sustained bandwidth consumption may burden the network and such usage may be restricted. Bandwidth on our network is a limited, shared resource among subscribers. Because we seek to provide the Service at a reasonable cost to the largest number of users, the use of our network is subject to usage limitations. Users therefore must comply with the current bandwidth, data throughput, and other limitations on the Service, including the excessive use guidelines described below. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole but reasonable judgment of 4CFASTnet) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede 4CFASTnet's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services. 4CFASTnet strives to provide customers the best experience when using our network, a shared resource among thousands of customers.

4CFASTnet may use tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) limiting speeds during periods of extended congestion, (iv) requiring an upgrade or purchase of a different Internet service and (v) using other tools or techniques that 4CFASTnet may be required to implement in order to meet its goal of delivering the best broadband Internet experience to all its customers.

4CFASTnet reserves the right to conduct tests to improve network security, to enhance the performance of our network, and to determine whether to make available new service offerings. These technical tests are performed almost continuously and without notice.

Excessive use means bandwidth or data usage that is significantly higher than typical usage for which our network is designed. Excessive Users consume so much data that their usage could negatively impact the Service provided to other customers. Therefore, if 4CFASTnet in its sole but reasonable discretion determines that a customer has exceeded the Excessive Use threshold or is using the Service in a manner significantly uncharacteristic of a typical user, 4CFASTnet reserves the right to (a) adjust, suspend or terminate Service accounts at any time and without notice; or (b) require the user to upgrade his service level or pay additional fees in accordance with

4CFASTnet then-current, applicable rates and charges for such Service; or (c) use any technology to be chosen by 4CFASTnet at its sole discretion to slow the user's service for purposes of conserving bandwidth.

Common activities that may cause excessive bandwidth consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups, whether provided by 4CFASTnet or a third party.

4CFASTnet's residential service offering does not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the 4CFASTnet residential service, nor may you provide network services to others via the 4CFASTnet residential service. Examples of prohibited uses include, but are not limited to, running servers for mail (pop3 & smtp), http, https, FTP, IRC, DHCP and multi-user interactive forums. For information about commercial Internet pricing, please see [www.4cfastnet.com](http://www.4cfastnet.com).

### **Severability and Integration**

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and 4CFASTnet with respect to our services and supersedes all prior or contemporaneous communication and proposals (whether oral, written, or electronic) between you and 4CFASTnet with respect to our services. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **Billing and Payment**

4CFASTnet will send an itemized invoice each month to the email or physical address that you provide. Invoices will be generated and sent on or about the 25<sup>th</sup> day of each month and due on or about the 10<sup>th</sup> day of the following month. If either of the before mentioned dates fall on a weekend or holiday, the applicable date will be the next business day. The monthly charges for each service or product shall be that charge based upon the then current monthly charges set by 4CFASTnet. The first monthly charge shall be prorated from the service commencement date through the start of the next service period. A service period will commence on the 11<sup>th</sup> day of each month and end on the 10<sup>th</sup> day of the following calendar month.

Bills may be paid by cash, check, money order, credit card, online bill pay, or bank draft. Accounts not paid in full by 11:30 PM on the date due may be suspended and rendered inoperable. Reestablishment of suspended accounts requires payment in full of the past due balance. Any account that goes 30 days past due will be terminated. If your service is terminated, you will be required to re-apply for service and pay any past due balance.

4CFASTnet imposes a \$40.00 charge for returned checks/bank drafts and reserves the right to suspend services should payment be returned. Subsequent payment for returned checks must be made with certified funds (cash, credit/debit card, or money order).

In the event it is necessary to utilize the services of a collection agency or an attorney to recover payment for services rendered, you shall be liable for the reasonable cost of collection including,

but not limited to, attorney fees and court costs. 4CFASTnet reserves the right to refer your account to a collection agency at any time (No time limits apply).

You will not be charged a fee for upgrading or downgrading your service to a different level of speed/usage. The change in your monthly fee will be automatically prorated based on the date your service was upgraded.

Services will not be prorated if such services are cancelled before the end of a service period. Your service will remain active until the end of your service period.

4CFASTnet has no liability for service interruption; however, if you lose all service for more than 24 consecutive hours and the cause of the outage was within our reasonable control, 4CFASTnet will provide you a credit for that period if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue.

### **Equipment**

You understand and acknowledge that, for 4CFASTnet to provide service, certain equipment may be provided to you at the physical address where the service will be provided. You acknowledge that the equipment requirements are subject to change depending upon the specific installation environment provided by you, and 4CFASTnet makes no representation or warranty that additional equipment will not be needed.

Equipment is, and shall at all times be, the sole and exclusive property of 4CFASTnet. The equipment may only be used in the premises, and you acknowledge that you may not remove, relocate or reinstall the equipment at a location other than the premises. You agree to return all equipment in good working condition upon termination of service. Your equipment should be returned within 2 weeks of your disconnect. Equipment can be returned directly to our office at 5265 South Frontage Road, Columbus, MS 39701. If equipment remains unreturned beyond 2 weeks after your service is terminated, you will be charged full retail price of that equipment.

You agree to inspect the equipment upon receipt and immediately notify 4CFASTnet of any damages, malfunction or missing components so that 4CFASTnet can take appropriate measures. Once the equipment has been delivered to your location, it is your responsibility to ensure that the equipment is not stolen, damaged, or otherwise harmed. The repair of any damage (other than fair wear and tear) will be your responsibility. If any of the equipment is lost, stolen, or damaged during your ownership, 4CFASTnet reserves the right to charge you the retail price of the lost, stolen or damaged items.

Should the equipment malfunction for reasons other than misuse or accidental damage, 4CFASTnet will repair or replace the product at no charge to you. In the case of malfunctions or damage caused by accident or misuse the equipment repairs will be your responsibility, and 4CFASTnet reserves the right to recover its cost of repairs through a service charge. If replacements are needed, 4CFASTnet reserves the right to replace the equipment with an equivalent system.

4CFASTnet is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the equipment. In any event 4CFASTnet's liability is limited, at 4CFASTnet's choice, to: (a) the replacement of Equipment with the same or equivalent Equipment; (b) the repair of the relevant Equipment.