



## Terms & Conditions

**Thank you for choosing Sierra Tel Internet.** We look forward to providing you with fast, dependable Internet Service. All of our Customers need to agree to our Terms and Conditions before their account is fully enabled and before using our Services.

### **Sierra Tel Internet Local Internet Access Terms & Conditions (“Agreement”)**

**Effective Date: October 1, 2018**

**Sierra Tel Internet** (“STI”, “Company,” “we,” or “our”), affiliated with Sierra Telephone Company, Inc. (“Sierra Telephone”), offers Internet access service (the “Service”) to Customers (“you” or “Customer”) in accordance with the following Terms and Conditions, which terms and conditions incorporate and include Sierra Telephone’s Privacy Policy, which may be found at <https://www.sierratel.com/privacy-policy/>. This is a binding legal document (“Agreement”).

BY USING STI’S INTERNET ACCESS SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT OR ANY CHANGES TO IT, YOU SHOULD IMMEDIATELY END YOUR USE OF COMPANY’S SERVICES AND NOTIFY THE COMPANY’S CUSTOMER SERVICE DEPARTMENT TO CLOSE YOUR ACCOUNT.

#### **Section 1: Changes to This Agreement**

WE MAY CHANGE OUR PRICES, FEES, THE SERVICE(S) AND/OR THE TERMS AND CONDITIONS OF THIS AGREEMENT IN THE FUTURE. UNLESS THIS AGREEMENT OR APPLICABLE LAW SPECIFIES OTHERWISE, WE WILL GIVE YOU THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY MATERIAL CHANGE TO THIS AGREEMENT, PRICES, OR FEES. YOU AGREE THAT WE MAY PROVIDE YOU WITH SUCH WRITTEN NOTICE BY SENDING IT VIA U.S. MAIL OR COMMERCIAL OVERNIGHT MAIL TO YOUR LAST KNOWN BILLING ADDRESS IN COMPANY’S ACCOUNT RECORDS, OR BY INCLUDING THE NOTICE ON OR WITH YOUR BILL. YOU HAVE THE OPTION TO END YOUR SERVICE IF YOU DO NOT WISH

TO ACCEPT NEW OR CHANGED TERMS. YOUR CONTINUED USE OF COMPANY'S SERVICES AFTER THE EFFECTIVE DATE OF THE CHANGE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. YOU MAY NOT MODIFY THIS AGREEMENT BY MAKING ANY TYPED, HANDWRITTEN, OR ANY OTHER CHANGES TO IT FOR ANY PURPOSE.

## **Section 2: Internet Service and Network Management Practices**

- I. **Service Description.** STI offers broadband service options, each of which has a different service capability range. The term speed is commonly used as a shorthand way to describe the capacity at which a particular broadband Internet access service can transmit data. This capacity is typically measured in the number of megabits that can be transmitted in one second.

For current speed offerings and plan pricing please visit our pricing page at <https://www.sierratel.com/sti/plans/>. Note that Service availability and speed will depend on location. Your initial speed and price plan will be provided to you when you first subscribe to Internet access services. Thereafter, plans and prices may be changed in accordance with Section 1, above. You may also change to a currently offered speed and plan upon request.

Some applications like a short email without attachments or basic web browsing do not require high speed service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services. Your speed capacity may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing. Because service performance varies on an end-to-end basis, actual speeds, performance, and individual user experience will vary from the above averages, depending on a variety of factors, including, but not limited to, on-line conditions, distance and other operating and transient factors.

- II. **Scheduled Interruptions.** STI may conduct periodic or routine maintenance that may result in interruption of Services. The normal hours for routine or periodic maintenance are 3:00AM to 6:00AM, and in the case of extended maintenance from 12:00AM to 6:00AM.
- III. STI does not participate in any traffic shaping, blocking, throttling, filtering, or prioritization schemes that would unreasonably and unlawfully discriminate in the transmission of lawful, non-harmful, network traffic, including any traffic that may be provided by our affiliates. Likewise, STI does not block lawful content, ports, applications, services, or non-harmful devices (subject to reasonable network management). Traffic information is not stored, provided by us to any third

parties without legal order, or used by STI for non-network management purposes. Exceptions, solely to manage harmful or unwanted traffic, include: as an anti-spam practice, STI does require that all outbound email traffic (SMTP Port 25) originating from STI network addresses be routed through an approved STI mail server. Outbound email traffic not routed through an approved STI email server is blocked. This is a standard industry practice and in no way affects the performance of the network. Email virus filtering is applied to all inbound and outbound email. This filtering cannot be turned off. Email spam filtering is applied to all inbound and outbound email on a reasonable efforts basis, but is not and cannot be 100 percent effective. Inbound spam filters can be bypassed in your own user control panel.

- IV. STI currently provides no specialized services that impact the performance of the network.
- V. STI only provides technical support for STI supplied Customer Premise Equipment (CPE) on the STI DSL network. STI does not promise technical assistance for third party hardware or software. Customers connecting unsupported devices must provide their own support and may be subject to removing such devices if they are deemed harmful to the network or other users. Authentication information required to connect an unsupported device will be provided to the customer upon request.
- VI. Users may attach devices behind their STI issued CPE for the transmission and receipt of lawful network traffic, including, but not limited to, voice, video, and other types of data services.
- VII. Latency on the STI network is, on average, 25-100ms. Typical packet loss during peak usage periods is under 1%. Individual user experiences may vary. The STI network is suitable for most real-time and time sensitive applications, including, but not limited to, voice and video streaming. Network congestion, vandalism, and other factors can affect short-term performance at a given time. Use of your own application is at your own risk.
- VIII. For any issues or complaints regarding Service please email support@sti.net or call STI Technical Support at 1-559-683-4611, 1-209-966-3636, or 1-877-658-4611.
- IX. For questions regarding STI's conformance to FCC Net Neutrality rules, please email support@sti.net.

### **Section 3: Promise to Pay**

- I. You agree to pay in full each month: (1) the monthly fee specified when you order your Service; (2) any charge(s) for CPE required for your service; (3) activation fees, connection and/or installation

charges, if any; (4) late fees, Service restoration fees, and other applicable Service charges; and (5) any applicable taxes, recovery fees and surcharges that STI pays to municipalities and other governmental entities which may be passed on to you.

- II. Services are billed in advance on a monthly pro-rated basis. Charges will be applied to the Customer's current Billing Method according to the rules applicable to each specific Billing Method (please see Section 4 for a full explanation of Billing Methods). Failure to pay timely for Service charges, according to the rules for the applicable Billing Method, will result in a non-payment suspension or disconnection of Services.
- III. Company reserves the right to suspend or terminate Customer's account and Service, without further notice, upon Customer's transition into non-payment status. Such suspension or termination of Service does not relieve Customer of the obligation to pay all of the Customer's account charges.
- IV. Should Customer be disconnected due to non-payment, a \$9.95 reconnect fee will apply.
- V. Should Customer disconnect DSL or the phone number that DSL is installed on (for voluntary or non-payment reasons) within the first 6 months of Service, a \$25.00 Early Termination cost recovery fee will apply and the 6 month early termination term will be reset.
- VI. Should Customer relocate Service to a different address within the first six months of service, a \$25.00 Early Termination cost recovery fee will apply and the six-month early termination term will be reset.
- VII. Should Customer change the phone line that DSL Service resides on, a \$30.00 change fee will apply.
- VIII. In the event of account delinquency, Customer agrees to pay Company its reasonable expenses, including bank returned-check and similar charges, and attorneys' and collection agency fees incurred in enforcing its rights under this Agreement. A reinstatement fee (equal to the non-payment reconnect fee) for the service will also apply.

#### **Section 4: Billing Methods**

- I. All Customer accounts will be billed by our affiliate, Sierra Telephone. Each Billing Method is subject to the possibility of non-payment disconnections. If the Customer fails to pay their Sierra Telephone bill in a timely manner, all Services on the same billing account or telephone line will be disabled. This action will constitute a non-payment suspension or disconnection.

- a. **Combined Billing Option:** Customer may have all recurring Service charges and non-recurring fees applied to an existing, or newly created, Sierra Telephone account where telephone landline service charges are billed. STI will require that Customer provide a valid Sierra Telephone phone number and that the Customer is an authorized party on the phone number so identified.
  - b. **Separated Billing Option:** Customer may request a separate account for all recurring Internet Service charges and related non-recurring fees and charges.
  - c. **Taxes and Fees:** Government taxes and other government-related fees may apply, in addition to Company rates and charges for service. Specific charges may vary by location.
- II. Payment Options include online bill payment at our website at <https://www.sierratel.com/st/payment-options/>, cash at one of our business offices, checks by mail or at our business offices, credit or debit cards in person or by phone, and eCheck or ACH. Some payment methods give you the convenience of making repeated automatic payments. To set up automatic payments, eCheck, ACH, or make payments by phone, please contact Customer Care at 559-683-4611, 209-966-3636 or 877-658-4611 during normal business hours. Visit our website for more details on payment options and to authorize or set up payment methods.

## **Section 5: Restrictions on Use**

- I. Company's Service may only be used for lawful, non-harmful, purposes. Spam, unsolicited messages, and any other transmissions or activities that are, or reasonably may be, harmful to the network or other Internet users or unwanted by other Internet users will not be permitted. Transmission of any material in violation of any federal, state, or local laws, regulations, or orders is prohibited. Company reserves the right to suspend or terminate Customer's account without notification in response to the above-mentioned violations.
- II. Security probing or security breaking tools are not allowed on any Company-owned system.
- III. Internet access is a retail service for Customer use only. Customer may not share, re-transmit, re-route, re-direct, or re-sell Internet access by any means, or for any reason. Customers not adhering to this policy will have their Internet account suspended or terminated.
- IV. Commercial redistribution by Customer for resale is not permitted. Redistribution of services without prior written approval by an officer of the Company will result in immediate termination of service.

Redistribution services may be shut down by Company at any time, and for any reason without prior notification.

- V. Customers with computers infected with viruses, Trojans, mailers, or other malicious code causing a surplus of network traffic will be placed on "limited access." All Customers placed on limited access are restricted to using webmail for sending email until correction is demonstrated.
- VI. Customers whose STI email accounts that have been compromised in any way will be subject to an immediate forced password change by the STI email system administrator.
- VII. News Group access is limited to 10 gigabytes of traffic per month. Customers who require more than the 10 gigabytes limit are encouraged to purchase their own News Group account from a third party News Group provider.

### **Section 6: Email/ Company Server**

- I. Items in the Customer's Deleted Items folder of the Company email server will be deleted every seven days. For this reason, Company recommends that Customer download mail to Customer's personal computer, rather than saving mail solely on the Company server.
- II. Company will use email to correspond with Customer from time to time with important information regarding Services or Customer's account. For this reason, it is important that Customers check their email on a regular basis.
- III. Customer email accounts are limited to five hundred (500) megabytes of storage on Company email server.
- IV. STI does not back up Customer's email. Customer is solely responsible for downloading or saving any Customer email to Customer's personal computer or other storage device.
- V. Customer agrees not to use the Company email server to transmit unsolicited commercial or bulk email or other electronic communications. Customer also agrees not to transmit unsolicited email to us or to anyone whose email address includes our domain name. Customer agrees not to use our domain name as a pseudonym return email address for any communications that are transmitted from another location or through another service. Customer may not pretend to be someone else—or spoof their identity—when using our resources. Customer agrees to pay Company's actual and statutory damages related to spam or other unsolicited bulk email sent by Customer. Customer agrees that Company may recover such damages by charging Customer's selected payment method.

- VI. Customer email accounts that have not been accessed for 365 days will be purged from the Company mail server and all email items will be deleted. Customer is responsible for checking email periodically to prevent Customer email account(s) from being purged. Due to the nature of Internet mail, Company is unable to restore deleted or lost mail items. Customer is responsible for downloading and/or saving important mail to a local client or Customer's hard drive.

### **Section 7: Confidentiality and Privacy Notice**

- I. While Company will make commercially reasonable efforts to keep the personal information of its Customers private and comply with applicable privacy laws and regulations, Customer should not consider any communications on the public Internet to be fully protected or confidential, due to hackers, malware, external network use beyond the Company, and other factors beyond Company's control. For the same reasons, the Company cannot guarantee to keep material stored by Customer on Company's service completely private, and strongly suggests that Customer encrypt Customer's email and files. The Company's privacy policy for broadband services is available at <https://www.sierratel.com/privacy-policy/>.

### **Section 8: No Control Over Content**

- I. Customer acknowledges that Company exercises no control whatsoever over the content of information, products, or Services passing through Company equipment or facilities. In addition, (in accordance with the "Good Samaritan" and publishing immunity provisions of the federal Communications Decency Act, 47 U.S.C. § 230), Company is not responsible for the content of any information, products, or services passing through its network whether or not the information originated from one of Company's customers or by another third party. Acquisition or procurement of information, products, or Services through the facilities or Services of Company occurs solely at the risk of Customer; and Company expressly disclaims any responsibility for claims, losses, liability, or damages which any person or entity alleges arises from obtaining or disseminating such information, products, or Services.
- II. Company is not liable for any loss of data resulting from delays, non-deliveries, mis-deliveries, or Service interruptions caused by Company or anyone else.
- III. Company does not provide client or desktop virus or firewall protection to Customer. Customer is responsible for installing and maintaining their or its own virus and firewall protection. Company will not be held responsible for damage to Customer's CPE or data files due to viruses, Trojan horses, ransomware, or other malicious code transmitted via the Company's system.

## **Section 9: Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- I. YOUR USE OF THE SERVICE AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND, STI AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- II. STI AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (1) THE SERVICE AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (2) THE SERVICE AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THOROUGH THE SERVICE AND/OR SOFTWARE WILL MEET YOUR EXPECTATION (5) ANY ERRORS IN THE SERVICE AND/OR SOFTWARE WILL BE CORRECTED OR (6) THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS.
- III. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR SOFTWARE IS DONE AT YOUR DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- IV. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STI OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **Section 10: Limitation of Liability**

- I. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER STI NOR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF STI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE SERVICE AND/OR SOFTWARE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE AND/OR SOFTWARE; (5) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (6) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (7) BATTERY BACKUP.
- II. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Section 11: Indemnity**

- I. Customer agrees to indemnify, defend, through attorneys reasonably acceptable to Company, and hold Company, its officers, agents, and employees harmless from and against any claim, damages, loss, proceeding, liability, judgment, settlement, costs, or expense (including reasonable attorneys' fees, fines, and penalties) of every kind and character suffered by Company, its officers, agents, and employees by reason of any Customer breach or alleged breach or failure of any of the agreements, representations, duties, or obligations of Customer under this Agreement.
- II. This indemnification obligation shall survive the expiration or termination of this Agreement.

## **Section 12: Termination**

- I. Company, without prejudice to any of its other rights or remedies, may immediately and without further notice, terminate, or suspend Customer's account and Service for cause, and may delete all

data, files, or other information stored with the Company if the use of the Customer's account does not comply with Company's policies or the Terms and Conditions of Service. This includes, but is not limited to:

- a. Account delinquency or abuse, or unlawful or harmful use of the Services
- b. The use of Customer's account disrupts the Company's business or network, or in Company's reasonable judgment, could be harmful to the Company's business or network
- c. Violating copyright law by posting or sharing copyrighted material.

II. In addition to the foregoing, either Customer or Company may terminate this Agreement without cause. Customer may terminate upon written notice (subject to any remaining minimum service commitment or cost recovery). Company may terminate upon 30 days written notice to Customer.

III. Upon termination of this agreement for any reason, whether initiated by Customer or the Company, Customer shall return or destroy all copies of software provided by the Company, including third party software distributed by the Company.

### **Section 13: Copyright Infringement and the Digital Millennium Copyright Act**

I. STI is registered under the Digital Millennium Copyright Act of 1998 ("DMCA"). Under the DMCA, copyright owners have the right to notify STI if they believe that a STI customer has infringed that copyright owner's work(s). If you believe that a STI customer is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with STI's designated DMCA agent.

Customer Care  
Sierra Tel Internet  
49150 Road 426  
Oakhurst, CA 93644  
Phone: 559-683-4611  
Email: [copyright-infringement@sti.net](mailto:copyright-infringement@sti.net)

STI adheres to the procedures required by the DMCA . For complete DMCA rules see [www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf).

II. To be effective under the DMCA, the notice of claimed infringement must include the following information:

- a. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- b. Identification of the copyrighted work that is claimed to be infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.
- c. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.
- d. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and if available, an email address at which such person may be contacted.
- e. A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

III. Repeated copyright infringement by Customer will result in suspension and/or permanent account termination.

IV. If you have received a notice of copyright infringement and you believe that the copyright holder has accused you in error, you may file a DMCA Counter-Claim with STI's designated agent. This counter claim must include the following information:

- a. A physical or electronic signature of the subscriber.
- b. Identification of the material that was the subject of the notice of copyright infringement and the location at which the material appeared.
- c. A statement under penalty of perjury that the subscriber has a good faith belief that the notice of copyright infringement was a result of mistake or misidentification of the material to be removed or disabled.

- d. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a DMCA Counter-Claim, STI will provide the complaining party with a copy of the DMCA Counter-Claim. When STI receives a Counter-Claim that meets the requirements of the DMCA, STI will process the Counter-Claim in accordance with the requirements of the DMCA.

- V. The information provided in this Section is provided to you for informational purpose only and is not intended as legal advice. If you believe your rights under the U.S. copyright law have been infringed, you should consult with your attorney.

#### **Section 14: No Other Agreements or Oral Modifications**

- I. These Terms and Conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with Terms and Conditions of any order submitted. This Agreement may not be modified orally by either party or any representative.
- II. Company employees are *not* authorized to modify the terms of this Agreement, either verbally or in writing. If any employee offers to do so, or to post or remove any material from the Website, he or she is not acting as an agent for the Company or speaking on our behalf. You may not rely, and should not act in reliance, on any statement or communication from an employee, or anyone else purporting to act on our behalf, unless the communication is made in writing and signed by an officer of the Company. For purposes of this provision, a signed communication does not include a record signed electronically pursuant to the federal e-SIGN statute.

#### **Section 15: Customer Age Requirement**

- I. Customer represents and warrants that Customer is at least 18 years of age, that Customer has read this Agreement and Customer (including on behalf of any children or minors in the household using Customer's Service) accepts and agrees to all of the Terms and Conditions of Service as described in this Agreement.

## **Section 16: Verify Your Local Dial-Up Access Number With Your Local Telephone Company**

- I. Company is not liable for long distance telephone charges incurred by Customer.
- II. Customer is responsible for verifying that the access numbers Customer uses to connect to the Internet are local and toll-free telephone numbers.

## **Section 17: DSL Service Customers Only**

- I. There is no bandwidth guarantee with DSL Service. DSL speeds are delivered on a commercially reasonable efforts basis. Subscribers who are located farthest from telephone company facilities will receive slower than advertised speeds. Customer may experience slower DSL speeds during periods of peak usage.
- II. Please be advised that the “always on” nature of broadband Internet connection makes Customer’s CPE more susceptible to hacking activity. Company highly recommends that Customer purchase and install anti-virus and firewall protection to safeguard Customer’s data and CPE against such security and privacy risks.
- III. A Customer wishing to cancel DSL prior to the installation date must do so 48 business hours prior to the scheduled installation time. If Customer has service or speed issues that cannot be resolved, Customer can cancel within 30 days without penalty or termination fees. Early termination fees do not apply to changing DSL installation date or time. DSL Service installation typically takes two to three days; however, installation may take up to one week.
- IV. If Customer requests CPE installation services, Customer shall be subject to installation fees listed on our pricing page at <https://www.sierratel.com/sti/plans/>. Customer acknowledges and agrees that DSL installation may be performed by an independent contractor hired by Company to perform such services. Customer further acknowledges and agrees that in no event shall Company be liable to Customer or anyone else for any direct, indirect, special, incidental, exemplary, and/or extraordinary or consequential damages of any nature whatsoever suffered for any reason by Customer or anyone with respect to the acts or omissions of such independent contractor. If Customer misses a scheduled DSL Service setup appointment, Customer will be charged a \$25 “missed appointment” fee.
- V. CPE is either rented by Customer or Customer owns the CPE. Customers who have previously been given CPE by Company now own (and are responsible for) the CPE. The Company’s CPE loaner program has been discontinued; CPE previously loaned to Customer is now owned by Customer. Customers who purchase CPE from Company are responsible for their CPE including maintenance,

repair, and replacement. CPE will be replaced at no charge should the CPE fail during a warranty period of thirty days from the date of purchase. CPE that does not fall under the thirty day warranty period can be tested by Company at Customer request. Likewise, Customer may choose to purchase replacement CPE at the current market rate. Rented CPE that has failed during the rental period without Customer breakage will be replaced at no charge.

- VI. Customer agrees to Company's prices as posted on our pricing page at <https://www.sierratel.com/sti/plans/>. Prices are subject to change without notice.
- VII. Company requires that Customers who use an alarm monitoring system notify Company of such before DSL installation takes place. Company requires the installation of a DSL splitter in such instances. Company will not be held liable if DSL interferes with any alarm or monitoring system for any reason. Company requires that Customer test their alarm and/or monitoring system (with DSL running) after DSL installation has taken place.

### **Section 18: Web-Hosting System Only**

The terms of this section apply only to Customers who also subscribe to web-hosting services and do not apply to Internet access services.

- I. All web-hosting accounts have outgoing file transfer limitations.
- II. Any violation of any person's intellectual property rights, rights of privacy, rights of publicity, or other personal rights is prohibited. Company is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Copyright Infringement and the Digital Millennium Copyright Act " above).
- III. Customer agrees to pay STI for domain registration fees for every renewal period that their domain is registered through STI. All Customer domains are automatically renewed on an annual basis, unless Customer's account is discontinued for any reason. If customer wishes to cancel their domain registration, they must do so at least two months prior to the re-registration date of their domain. All domain registration fees paid to STI are non-refundable.
- IV. Spamming, whether or not it overloads the Services or disrupts Service to Company's Customers, is prohibited. The term "spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial message over the Internet or maintaining an open SMTP policy. Company reserves the right to determine, in its sole and absolute discretion, whether email recipients were from an opt-in email list. Forging, misrepresenting, omitting, or deleting message headers, return mailing

information, and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

- V. Use of the Services for creating or sending Internet viruses, worms, Trojan horses, ransomware, or time bombs, or for ping, flooding, spoofing, or mail bombing, or engaging in denial of service attacks is prohibited.
- VI. It is also prohibited for any Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, Service, or CPE) or conduct their business over the Internet.
- VII. "Hacking" and related activities is prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
- VIII. The export of encryption software outside of the United States and/or other acts resulting in violations of United States law relating to the export of software is prohibited.
- IX. The use of the Services to store, post, display, transmit, advertise, or otherwise make available pornography and/or content of a violent nature is prohibited. In particular, Company is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.
- X. The use of the Services to engage in any activities that are determined by Company, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available Ponzi or pyramid schemes, the sale of counterfeit, stolen or other illegal items, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. Company will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.
- XI. Use of the Services to store, post, transmit, display, or otherwise make available obscene, defamatory, trade libelous, harassing, abusive, or threatening language is prohibited.
- XII. Engaging in any activity that, in Company's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with or be harmful to) the Services, Company's business, operations, reputation, goodwill, Customers, and/or Customer relations, or the ability of

Company's customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product, or Service that is designed to or could be used to violate this Agreement. In addition, the failure by a Customer to cooperate with Company in correcting or preventing violations of this Agreement by, or that result from the activity of Customer or a customer of Customer is a violation of this Agreement. In general, Company does not monitor its Customers' websites or activities to determine whether they are in compliance with this Usage Policy. However, when Company becomes aware of any violation of this Agreement, Company may take any action to stop or correct such violation, including but not limited to shutting down a website, denying access to the Services or to the Internet and/or removing information. In addition, Company may take action against a Customer or a Customer's customer because of the activities of such Customer. Company reserves the right to take any such action even though such action may affect other customers of the Customer.

- XIII. Company may disclose any information in its possession, including, without limitation, information about Customer's Internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request, to protect Company or others from harm, and/or to ensure the proper operation of the Services. Company has no obligation to notify any person, including the Customer about whom information is sought, that Company has provided the information.
- XIV. In accordance with the DMCA, Company has adopted a policy that provides for the termination of websites that are found to infringe on the copyrights of third parties, as described in Section 13, above.
- XV. Company may turn down or disconnect Customer's dedicated web hosting server if Company assesses that such server has become infected with a virus, worm, Trojan or other malicious code. Company will make a good faith effort to contact Customer and correct the problem before shutting down the server; however, Company reserves the right to shut down the server without notice if such problem arises.

### **Section 19: Dispute Resolution, Arbitration, and Waiver of Class Actions**

- I. Most Customer concerns or disputes can be resolved by contacting our Customer Care Department. However, if either party has issues which cannot be resolved without third party intervention, Customer and Company both agree to submit to binding arbitration before the American Arbitration Association. This means that **all disputes arising from or relating in any way to your Services,**

**whether under this Agreement or not, will be resolved through arbitration, not in court or through judge or jury; with the sole exception that claims for or against an individual may be brought by either party in local small claims court.** Moreover, to the fullest extent allowed by law, **both the Customer and Company agree to waive any rights to pursue a claim arising from or relating to this Agreement or the Services as a class action.** That is, the Customer or Company will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or unaffiliated entity. The arbitration shall take place in Madera County, California or any other mutually agreed-upon location. The waivers in this section continue in force and effect after the termination of this Agreement.