

TERMS AND CONDITIONS

By using and/or activating IP network or telecommunications connectivity services with us (“Network Services” or “Services”) and/or clicking the accept button on the login/registration page, you agree to be bound by the terms and conditions set forth below. Further, you acknowledge that upon use of the Services, WiredWest Communications Cooperative Corporation (doing business as “WiredWest”) will rely upon and commence processing your order and will incur expenses and obligations immediately, for which you acknowledge your obligation to comply with this agreement.

1. The Customer agrees to pay WiredWest, in full and on a timely basis, the applicable charge associated with the Network Services requested by you, as set forth on WiredWest’s web site. WiredWest reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement, and Customer agrees to be bound by any such modifications as a consequence of Customer’s continued use of Services. WiredWest may cancel the Service in the event of Customer nonpayment or violation of this Agreement. WiredWest may modify the Services at any time, including but not limited to upgrades and downgrades, with thirty (30) days prior written notice to you of such change to occur. WiredWest may impose limits on Services or restrict the Customer’s access to parts or all of the Service without notice or liability. Any notice of such changes will be posted on the WiredWest Web site located at www.wiredwestfiber.net.
2. All customers of WiredWest are provided at no additional cost our Standard Service Level Agreement that includes 24-hour access to WiredWest technical support. The Standard Service Level Agreement provides problem resolution response on a first-come, first-served, best-effort basis, and does not provide for service guarantees. Off net support is available at the applicable rate.
3. Wireless router and phone equipment provided by WiredWest to the Customer that is used to deliver the Services must be returned to WiredWest undamaged, upon the expiration or termination of the Agreement, at your town hall. The Customer agrees to provide to WiredWest the full replacement cost of such equipment, if the Customer fails to return such equipment at the end of the term of this Agreement in the identical condition as initially provided to the Customer, commercially reasonable wear and tear excepted. The Customer has the sole responsibility to adequately protect the equipment against potential damage and harm, exclusive of customary wear and tear associated with its assigned use. Any and all such damage to the equipment that results from the Customer’s failure to provide such protection shall be the Customer’s sole responsibility.
4. If the Customer makes an appointment for service, repair, or installation and fails to keep the appointment the Customer may be charged the cost of dispatching the technicians
5. If a repair of a Customer’s fiber line or equipment is required and it is determined that the damage was caused by the Customer or the Customer’s agent the Customer will be billed for the repair cost.
6. The Customer agrees to pay all charges billed by WiredWest on a monthly basis, throughout the Term (as defined below) (the “Monthly Recurring Charges”). The Customer agrees and acknowledges that WiredWest shall not be liable if, during the order and installation process, it is determined that Service cannot be provided to Customer or that it is commercially impracticable to do so. In addition, in the event that WiredWest incurs additional cost over and above usual and customary charges to provide Service to the Customer, which may include but not be limited to extended wiring charges, alternative business hour service installation charges, or emergency service repair charges, the Customer shall be responsible for any and all such charges.
7. WiredWest services terminated for non-payment will be restored within 48-hours upon the following conditions:
 1. Customer provides payment in full via Credit Card/Direct Debit
 2. Administrative Fees will be charged only if a Truck Roll is required to restore service \$75/hourly during normal business hours. After Hours/Weekends/Holidays Truck Roll \$100.00/hourly

3. If an administrative Fee is added to the customer's account the fee must be paid in full via Credit Card/Direct Debit prior to restoration.
 4. Reconnection of service must be authorized by the Credit Department.
8. Service Suspension/Cancellation.
 1. Customers may cancel their internet service at any time.
 2. Customers will be charged for the full month in which they cancel service
 3. Customers who have VoIP phone service and cancel their internet service will be charged the stand alone phone rate.
 4. Customers who cancel their VoIP phone service will be able to port their number to a new service or will lose their phone number.
 5. Customers who reinstate their internet service within twelve months from the time of cancellation will not be charged an activation fee.
 6. Customers who reinstate their internet service after twelve months from the time of cancellation will be charged a \$99 activation fee.
 7. Customers who reinstate their internet service will be charged for the full month when reinstatement occurs.
9. The Customer agrees that WiredWest's network and its Services may be used only for lawful purposes. WiredWest is not responsible for the content of any websites linked to, accessed or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations.
10. The Customer agrees that renting, selling, or otherwise transferring the Service for the benefit of a third party is strictly prohibited by this Agreement and violates applicable law.
11. The Term begins upon activation of Customer's Services (the "Activation Date") and expires upon forty-eight (48) hour notice from the Customer. All notices must be sent to WiredWest, PO Box 66461, Florence, MA 01062-0461.
12. WiredWest will invoice the Customer on a monthly basis for Network Services and any applicable equipment charges. The Customer agrees that any failure to pay for Services thirty (30) days after the invoice date may subject the Customer to: (a) a 1.5% late fee charged per month or the maximum rate permitted by law, on the outstanding balance. (b) charges for any WiredWest equipment replacement costs, if applicable; and (c) the termination of Services. The Customer is required to provide WiredWest with updated and current phone numbers, fax numbers, mailing addresses, and other contact information at all times during the Term. The Customer agrees to assume all costs and expenses incurred by WiredWest in connection with collecting unpaid amounts due, including, but not limited to, reasonable attorney's fees incurred in the course of such collection.
13. In the event the Customer selects and is approved for the credit card payment option, the Customer expressly authorizes WiredWest to charge the Customer's credit card account for outstanding account balances and any future Monthly Recurring Charges that accrue. This authorization remains valid until the Customer provides written notice to WiredWest terminating Services or WiredWest's authorization. WiredWest may terminate Services for declined credit cards, returned debit, or any other non-payment to the Customer's account. The Customer electing the credit card option is required to provide WiredWest with updated and current credit card information at all times during the Term. Services terminated for non-payment are subject to an administrative fee prior to reconnection of service.
14. The Customer acknowledges and agrees that WiredWest has the right to engage in the collection and storing of certain personal and business data concerning the customer ("Customer Data"). This data (i) will be used by WiredWest and/or its service delivery partners and contractors to provide Services, (ii) will remain confidential, and (iii) will not be used other than in the normal course of WiredWest business. WiredWest may release Customer Data to third parties outside the normal course of WiredWest business only to comply with valid legal requirements. The Customer may request the return of any personal and business data stored by WiredWest by providing a written request within thirty (30) days after the expiration or termination of the Agreement ("Data Retrieval"). In the event the Customer requests

WiredWest's assistance with respect to Data Retrieval, the Customer agrees to pay WiredWest a fee equal to one-half of the last month's Monthly Recurring Fee.

15. Equipment, hardware, and software not provided and owned by WiredWest are the sole and exclusive responsibility of Customer. It is understood and agreed that when WiredWest provides equipment, WiredWest acts solely as a reseller and all failures and/or disputes concerning the operation of such equipment will be governed by the manufacturer's warranty(s) and policies, and are not the obligation or responsibility of WiredWest unless otherwise stated in the Customer's Service Agreement with WiredWest.
16. WiredWest grants the Customer a non-transferable, non-exclusive, and terminable right and license to use the applications and software necessary for the delivery and receipt of Services, if any, provided that Customer or any third party on behalf of the Customer does not copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the applications or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the applications. The Customer agrees not to modify the applications in any manner or form. "WiredWest," the WiredWest logo, and other WiredWest trademarks, service marks, logos, and product and service names are trademarks of WiredWest (the "WiredWest Marks"). The Customer and its employees, agents, contractors, and/or representatives agree not to display or use the WiredWest Marks in any manner without WiredWest's express prior written permission.
17. The Customer hereby grants WiredWest the right to disclose that it is a Customer of WiredWest and the right to display the Customer's logo on WiredWest materials including, but not limited to, WiredWest's Web site and literature. In the event WiredWest decides to use one or all of the Customer's logos, WiredWest shall adhere to the Customer's specifications for use of such logo that the Customer has provided to WiredWest. WiredWest shall not acquire any other rights to the Customer's intellectual property including, but not limited to, trade names, trademarks, product name, logo, case studies, and customer testimonials. The Customer may deny WiredWest the use of such intellectual property by providing written notice of such a decision on the Customer's company letterhead. WiredWest hereby grants the Customer the right to display the WiredWest logo on the Customer's materials including, but not limited to, the Customer's Web site and literature to publicize that WiredWest is a provider of Services to the Customer.
18. The Agreement represents the entire agreement between the Customer and WiredWest with respect to the Services provided, superseding all previous communications or agreements regarding such subject matter. These Terms and Conditions are subject to revision by WiredWest in its sole discretion. Notice of modification may be provided through an update of the WiredWest web page, and Customer's continued use of Services following the date of revision shall be considered the Customer's acceptance of the change(s).
19. The Customer understands and acknowledges that WiredWest is not liable for any indirect, incidental, special, punitive, or consequential damages; lost profits, loss of data, loss of hardware or software, loss or liability resulting from computer viruses, Service defects, or security insufficiency arising out of or related to this Agreement, the performance or breach thereof; the Services provided or failure to be provided; or any delay, non-delivery, wrong delivery, or Service Interruption whether or not caused by the negligence of WiredWest or their agents, employees, or any party, even if the party has been advised of the possibility thereof.
20. The Customer's correspondence or business dealings with, or participation in promotions of, content providers, advertisers, or sellers of goods and services found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between the Customer and such entity. The Customer agrees that WiredWest shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers, content providers, or sellers in connection with the Services.
21. The Customer shall indemnify, defend, and hold WiredWest harmless from any and all claims resulting or alleged to result from: (a) The Customer's use of the connection provided by WiredWest and/or any service equipment or software provided by WiredWest; (b) fault, negligence, or failure of the Customer to perform the Customer's responsibilities hereunder; (c) claims against the Customer by any other party; (d) any act or omission of any party furnishing services and/or products; or (e) the installation and/or removal of any and all equipment supplied by any person, including, but not limited to, WiredWest.
22. Your town's MLP has sole discretion for determining the final location of the overhead and/or buried fiber optic service line to and within the premise. WiredWest and its subcontractors may at times require

scheduled access to this property for the purpose of maintenance and service. WiredWest acknowledges that damage to customer property solely attributable to the on-site installation and maintenance of this fiber service shall be repaired to preexisting condition. Installation of the WiredWest service may involve modifications to a rental property. While these modifications are often minor, standard professional installation may include drilling holes to run fiber optic cable and attach equipment securely to the premise. The tenant attests that these required modifications are authorized by the landlord, or its authorized representative. WiredWest is released from any liability related to damages your landlord may claim as a violation of your lease/rental agreement.

23. WiredWest shall not be liable to the Customer under this Agreement for any failure or delay in performance that is due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, acts of nature, acts of civil or military authority, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems. WiredWest shall also not be liable for any delay or performance failure caused by the Customer's failure to perform any of its obligations under this Agreement.
24. This Agreement shall be governed under the laws of the Commonwealth of Massachusetts, and to the extent applicable, federal law, without regard to choice of law principles. The Customer and WiredWest hereby agree that the state or federal courts of the Commonwealth of Massachusetts shall determine any dispute relating to or arising out of this Agreement.
25. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT WIREDWEST IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM ANY FAILURE OR DELAY DURING INSTALLATION AND PROVIDING SERVICES. WIREDWEST MAKES NO GUARANTEES OR PROMISES WITH REGARD TO THE EXACT DATE OF THE COMPLETE INSTALLATION AND OPERATIONAL STATUS OF THE CUSTOMER.
26. SERVICES PROVIDED BY WIREDWEST ARE "AS IS." WIREDWEST MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. WIREDWEST ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THEIR SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES BY REFERENCE OR LINKS. REFERENCES TO THIRD PARTIES, THEIR SERVICES, AND THEIR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WIREDWEST SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS.