

Section 1: Network Defense Terms and Conditions Supplement

Network Defense is a cloud security service that prevents threats such as malware and phishing before it ever reaches your network. In order for the service to function as intended, the user must be connected to their altafiber network (wireless/wired). During the provisioning process, altafiber will briefly interrupt all services at approximately 2 AM on the day after the order is placed to complete the provisioning of Network Defense. If you have a Google Gateway you will need to take additional steps for the service to function as intended, click [here](#) to view those steps.

1.1 Disclaimer of Warranties for Service and Limitation of Liability.

- 1.1.1 altafiber warrants that it will provide Network Defense (network security) in a manner consistent with general industry standards reasonably applicable to the provision thereof. altafiber makes no representation or warranty that the Network Defense Service will protect your files, data, network, endpoints, etc. from malware, viruses or third-party malicious attacks or changes/updates to the users DNS setting other than as provided by altafiber.
- 1.1.2 YOU EXPRESSLY AGREE BY YOUR USE OF THE NETWORK DEFENSE SERVICE THAT IT IS PROVIDED TO YOU "AS IS" AND EXCEPT AS OTHERWISE STATED HEREIN, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALTAFIBER DOES NOT WARRANT THAT ITS NETWORK OR ANY GATEWAY YOU USE IN CONNECTION WITH THE NETWORK DEFENSE SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE.
- 1.1.3 IN NO EVENT SHALL ALTAFIBER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION, LOST PROFITS, REVENUE OR INCOME, OR PROPERTY LOSS, ARISING OUT OF OR CONNECTED WITH THE NETWORK DEFENSE SERVICE. IN NO EVENT SHALL ALTAFIBER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING FROM ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE NETWORK DEFENSE.
- 1.1.4 For purposes of this section, "altafiber" is deemed to include: altafiber; their parent company; the respective subsidiaries and affiliates of each; and the directors, officers, employees, agents, representatives, subcontractors, and suppliers of each of them. By using the Service you are agreeing to these terms. This Limitation of Liability and these disclaimers of warranties allocate the risks of the Agreement between us and you. altafiber relies on this allocation, which is reflected in the pricing of the Services, and is an essential element of the basis of the bargain between us.