

Section 1: High Speed Internet Terms and Conditions Supplement

1.1 Definitions.

- 1.1.1 High Speed Internet Service - the altafiber brand name for High Speed Internet Service using fiber. It includes FUSE as the ISP and one Dynamic IP address. High Speed Internet Service is available in various speeds. (1) Static IP address or (5) Static IP addresses can be purchased for an additional monthly fee.
- 1.1.2 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.
- 1.1.3 **DISCLAIMER OF WARRANTIES FOR SERVICE AND LIMITATION OF LIABILITY.**

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.

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.

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.

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.

1.2 Services and Rates.

- 1.2.1 High Speed Internet service will be provided as specified on the attached Services Agreement.
- 1.2.2 If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Internet service prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
- 1.2.3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based

on altafiber's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

- 1.2.4 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Internet service.

1.3 Computer / Equipment Requirements.

- 1.3.1 In order to receive High Speed Internet Service, Customer must have minimum computer requirements. Current information can be found on the altafiber.com website or through a altafiber sales representative.
- 1.3.2 The following equipment must be used in order to receive High Speed Internet service: (1) Modem (provided by altafiber); and if needed: (2) telephone line microfilters (provided by altafiber). Customer agrees that all of the Equipment listed belongs to altafiber. altafiber grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to access altafiber's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

1.4 Access to Equipment, Software and/or Facilities.

- 1.4.1 Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of altafiber or any other network shall entitle altafiber to immediately terminate services without notice.
- 1.4.2 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of High-Speed Internet Service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to accessagreement@altafiber.com.

1.5 Construction Costs.

- 1.5.1 altafiber is offering High Speed Internet Services at the stated pricing subject to availability, and to the condition that altafiber's costs to deliver the Services to Customer be reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

1.6 Networking.

- 1.6.1 Due to the ever-growing complexity of networked computers, the altafiber Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to 3rd party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the altafiber Helpdesk technician will ask the Customer to disconnect their networked equipment from the altafiber equipment, and directly connect the altafiber hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the altafiber equipment at the customer's premise(s). Failure to comply with the altafiber technician's request in this matter will release altafiber's responsibility for further diagnosis.

1.7 Service Speed.

- 1.7.1 Internet Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas.
- 1.7.2 altafiber does not guarantee that the Service, Equipment, or other equipment authorized by altafiber for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by altafiber refers to the Internet access speed provisioned to a subscriber on a per-line and not a per-device basis.
- 1.7.3 The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the altafiber network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the altafiber broadband network aggregation point or the type of altafiber network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

1.8 Warranties.

- 1.8.1 The manufacturers warrant the modem and Telephone Line Microfilters for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion.

1.9 Acceptable Use.

- 1.9.1 If altafiber becomes aware, through subscriber complaints or otherwise, of any content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, altafiber shall have the right, but not the responsibility, to immediately remove such content and/or to terminate Customer service without notice. This policy applies to any content made available by the Customer, the Customer's own customers, or generally made available through the Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "content") that is transmitted through the Customer Account and/or made available on or through the Customer's website or any of Customer's own customer's websites.

1.10 Compliance with Digital Millennium Copyright Act.

- 1.10.1 Customer agrees to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with altafiber in its efforts to comply with the DMCA. altafiber may investigate any reported violation of its policies or complaints of infringement relating to Customer's use of the service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of Customer's Account and access to the Service. In the event that Customer believes that any third party has infringed on any copyrighted material of theirs, Customer shall provide altafiber with notice in compliance with the provisions of the DMCA. Furthermore, Customer agrees that altafiber shall have no liability until such time as such notice has been actually received. If altafiber receives a valid notice that Customer's use constitutes alleged infringement, altafiber will take action consistent with the requirements of the DCMA, including but not limited to terminating Customer's Account and access to the Service.

See http://www.altafiber.com/customer_support/policies/dmca/ for more details.

1.11 Termination Charges.

- 1.11.1 All terminations in High Speed Internet Service will result in IP addresses assigned to Customer(s) reverting

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