



NORTHERN NETWORK CONCEPTS, INC. / FALLSNET
TERMS OF SERVICE AGREEMENT FOR INTERNET ACCESS SERVICE
Effective January 2023

Welcome to Northern Network Concepts, Inc. d/b/a Fallsnet (“Fallsnet,” “us,” “we,” “our”). Fallsnet provides residential and commercial/business high speed Internet Service with choice and flexibility to select the broadband service plan that best fits your needs.

This Terms of Service Agreement (“Agreement”) is by and between Fallsnet and any residential or business/commercial customer (“Customer” “you,” and “your”) who subscribes to our high speed internet service (“Service”). This Agreement takes effect the date when the Customer signs the Service Order. Customer use of the Service, equipment provided by Fallsnet (“Fallsnet Equipment”) or equipment provided by the Customer (“Customer Equipment”) connected to the Service, and any other related services are governed by this Agreement. By using our Service, you understand, acknowledge and agree to the following terms and conditions in this Agreement, in addition to the following documents incorporated by reference herein, including without limitation the Fallsnet Privacy Policy, DMCA Copyright Infringement Policy, Open Internet Transparency Policy, Service Order and Additional Terms (terms and conditions that will govern a new service offering), as each may be amended from time to time. Please read these documents carefully. If there is a conflict between this Agreement and any Additional Terms, the Additional Terms shall govern.

Fallsnet will regularly update and amend this Agreement and any other document incorporated by reference in this Agreement, when necessary. Fallsnet will communicate any such updates or amendments to Customer in accordance with Section 13(H) herein. Customer may obtain, at no charge, a copy of the current Agreement or any documents incorporated by reference herein by visiting <https://www.fallsnet.com/> (“Website”).

1. TYPE AND LENGTH OF SERVICE. The length of service (“Term”) for each Customer shall be set forth in the Service Order.

Residential and Business/Commercial Customers.

- (i) Our Residential Service Plans are designed for personal, family and household use within a single home. The term “Single Home” means Customer’s residence and includes any apartment, condominium, multiple dwelling unit, flat, or other premises that may be used as a residence. Customer understands, acknowledges and agrees that only Customer, co-residents and their visitors at the same premises will use the Service. The Service is provided solely for residential use in Customer’s home and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and the Agreement. Customer is responsible for any misuse of the Service that occurs through

Customer's account, whether by a member of Customer's household or an authorized or unauthorized third party.

- (ii) Business/Commercial Service Plans are designed for use by a business, governmental, educational, institutional or other commercial entity or by an individual that provides goods or services for sale or lease or that owns or operates a commercial enterprise. Customer understands, acknowledges and agrees that Customer will allow only Customer's employees, patrons, and vendors to utilize the commercial Services within Customer's office area(s). Commercial Service Plans are provided solely for Customer's business operations, and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and the Agreement. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by Customer's employees, patrons, vendors, or an authorized or unauthorized third party.
- (iii) All Broadband Service Plans (Residential, Business/Commercial) require a 1-year contract from start of service. The Term begins with the date installation is completed. Following the 1-year commitment, this Agreement shall automatically renew on a month-to-month basis until terminated by either the Customer or Fallsnet upon an advance thirty (30) calendar days written notice. No Early Termination Fee ("ETF") will be charged for requests to terminate this Agreement during the month-to-month terms when made within the advance 30-day notice period. For month-to-month terms, requests made to terminate outside of the notice period will not be honored and no refunds will be given. An ETF as set forth in Section 11 herein will be charged for termination requests made outside of the 30-day notice period. The same cancellation provisions will apply to any other services purchased with the Broadband Internet Service.

2. **INSTALLATION AND EQUIPMENT.** Customer agrees to subscribe to the specific Service Plan at the rates and speed identified in the Service Order. Fallsnet agrees to provide service to the agreed characteristics and price. Customer will allow us to enter your premises for installation and maintenance to ensure our Service performs properly. Installation may include drilling and attaching equipment securely to the outside of the building or in surrounding structures. If you do not own the premises, we require that you obtain consent of the owner. Fallsnet's "Standard Installation Fee" shall be detailed in the Customer's Service Order and Customer agrees to pay the Standard Installation Fee when the Service Order is confirmed by the Customer. Customer understands, acknowledges and agrees that until a technician arrives at the Customer's premises, the technician will not know whether the Customer's installation will require additional equipment, wiring, connection cable/lines, or other measures such as the removal of tree limbs. Customer further acknowledges that Fallsnet's fees for additional measures to complete the



installation process are disclosed in the Service Order and in our Open Internet Transparency Policy.

- A. Fallsnet Equipment. Customer may rent a router or modem equipment from Fallsnet and will be charged a rental fee on a monthly basis (“Equipment Rental Fee”). Fallsnet Equipment made available via a rental agreement is, and shall remain at all times, the exclusive property of Fallsnet. Customer shall acquire no interest in Fallsnet Equipment by virtue of the payments provided for herein or the attachment of any portion of Fallsnet Equipment to the Customer’s premises or otherwise deemed part of the Customer’s realty. The Fallsnet Equipment is not and shall not be considered a fixture to Customer’s premises. Additionally, Customer further understands, acknowledges and agrees that the Fallsnet Equipment listed on the Service Order was installed with the consent of the owner of the property and/or at a location and in a manner authorized by the Customer.
- (i) Electrical Power. Customer understands and agrees that: (a) Customer must provide electrical power and a continuous connection to the power grid to Fallsnet Equipment at all times (including, without limitation, when Customer is not using the Services), and (b) Customer’s failure to provide such power and continuous connection may result in damage to the Fallsnet Equipment or to Customer Equipment, for which damage Customer will be solely responsible.
 - (ii) Customer shall not attach any electrical or other devices to, or otherwise alter, any Fallsnet Equipment without Fallsnet’s prior written consent. Customer is responsible for preventing the loss or destruction of Fallsnet Equipment and Customer shall notify Fallsnet promptly of any defect in, damage to or accident involving Fallsnet Equipment. All maintenance and repair of Fallsnet Equipment shall be performed by Fallsnet or Fallsnet’s designee(s). Fallsnet may charge Customer for any repairs or replacements that are necessitated by any damage to, destruction of, or misuse of Fallsnet Equipment.
 - (iii) Return of Equipment and Equipment Replacement Costs. In the event Fallsnet Equipment is lost, stolen or damaged, the Customer shall be liable for the replacement cost. If Fallsnet Equipment malfunctions at no fault of the Customer, Fallsnet will replace Fallsnet Equipment. Rented Fallsnet Equipment must be returned within thirty (30) calendar days after the cancellation date of the Customer’s Service. If rented equipment is not returned within the timeframe, Customer is subject to a “Non-Returned Equipment Charge,” which is set forth in the Service Order and on the Fallsnet Website. Fallsnet will provide a pre-paid shipping label or a drop off location for Customers to return Fallsnet Equipment.
 - (iv) Customer is not permitted to connect any harmful equipment or devices to the Fallsnet Equipment. Customer understands, acknowledges and agrees that failure to comply with this restriction may cause damage to the Fallsnet



Network and subject Customer to liability for damages and/or other liability. Customer agrees to not service, alter, modify or tamper with the Fallsnet Equipment or the Service, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by Fallsnet.

- B. Customer Equipment. To use the Service, Customer must have a personal computer(s) or other similar device(s) and other equipment such as a router necessary to connect to the Service. Customer Equipment must meet Fallsnet's most recent "Customer Equipment Specifications," which are defined on the Fallsnet Website and may be modified from time to time. Customer understands, acknowledges and agrees that Fallsnet has no responsibility for the operation or support, maintenance or repair of any Customer Equipment, software or services that Customer elects to use in connection with the Service, nor is Fallsnet responsible for any damage that Fallsnet Equipment or Service may or will cause to Customer Equipment.

- C. Access to Customer's Premises. Customer hereby grants Fallsnet and its Affiliates (as defined below), and vendors or service providers that provide internal and operational support to Fallsnet (collectively, "Operational Service Providers") and their respective employees, contractors and agents the right to enter Customer's property and premises at any time for the purpose of installing, operating or maintaining the Fallsnet Equipment or the Fallsnet Network, retrieving Fallsnet Equipment or fulfilling its obligations or exercising its rights under this Agreement. Affiliates are companies that are related to Fallsnet by common ownership or control. Fallsnet shall provide Customer with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Fallsnet, an emergency or other exigent circumstance exists that would require Fallsnet to immediately enter Customer's property and premises.

3. PAYMENT AND BILLING.

- A. Customer agrees to pay the Standard Installation Fee in advance. Any additional installation fees as set forth above will be approved by the Customer at the time of installation and billed on the first monthly statement.

- B. Payment Process. Residential Service and Business/Commercial Service are billed on a monthly basis including taxes and fees (collectively, "Monthly Service Fee"). The Monthly Service Fee is due fourteen (14) calendar days from the date of Customer's statement. Customer can set up preauthorized automatic billing or use the Fallsnet Customer portal each month to pay electronically by a check or credit card.

Cash payments are accepted in-person at our office. Checks are accepted via mail or hand delivery to our office on or before the due date.



- C. Fallsnet has the right to increase any Monthly Service Fee with advance written notice to Customer. Customers will have the option to accept the fee increase or to terminate the Service under the same advance notice requirements provided in Section 11 herein.
 - D. The Service will be suspended if Customer's account reaches fifteen (15) calendar days past due and then automatically terminated if the account is past due thirty (30) calendar days or more. A "Late Fee" in the amount of twenty-five dollars (\$25.00 US) will be assessed each month the account remains overdue. Customer understands, acknowledges and agrees that Fallsnet is not required to provide notice before suspending the Service and/or terminating the Customer's account or this Agreement. Service may not be restored until the balance due has been paid in full. Customer further understands, acknowledges and agrees that there will be a "Service Reinstatement Fee" in the amount of twenty-five dollars (\$25.00 US) if a terminated account will be reinstated. Service may not be reinstated until the balance due has been paid in full, including but not limited to any Late Fees.
 - E. Customer will automatically be charged a thirty dollars (\$30.00 US) "Non-Payment Fee" for any Automated Clearing House ("ACH") electronic check payment returned for non-payment or insufficient funds, or for any credit card chargeback.
 - F. Customer agrees to provide Fallsnet with Customer's legal name, a current email address and telephone number for communications and billing purposes. Customers that sign up for preauthorized automatic billing will provide Fallsnet with Customer's payment data (including, without limitation, information provided when authorizing ACH payments or other recurring payments). Customer understands, acknowledges and agrees that the Customer's submission of a mobile telephone number provides his/her prior express consent to Fallsnet to contact the Customer for administrative and billing purposes via SMS/text messaging, or an automatic telephone dialing service with pre-recorded or artificial voice messaging.
 - G. If any billing disputes arise, the Customer is responsible for contacting Fallsnet to resolve at: (320) 616-2166, billing@fallsnet.com, or <https://www.fallsnet.com/Contact>.
- 4. ACCEPTABLE USE OF SERVICE AND PROHIBITED INTERNET SERVICE ACTIVITIES.** "Acceptable Use" is defined as the normal activities associated with the use of the internet, including without limitation, usage of the Fallsnet Network and systems and for accessing the World Wide Web, Email, and other internet features. Please see our separate Acceptable Use Policy ("AUP") for details.
- 5. SERVICE LEVEL STANDARDS** Fallsnet strives to provide quality and dependable service. There may be circumstances that are outside of Fallsnet's control that will affect the delivery and/or quality of the Service.

- A. If Fallsnet determines that a Service outage was caused by Fallsnet's failure to provide said services for reasons within Fallsnet's reasonable control and not a result of a Force Majeure Event (as defined below in subsection 13E herein), scheduled maintenance of Fallsnet Equipment or Services or as a result of any actions or inactions of Customer or any third parties (including failure of third party equipment), Fallsnet will, upon Customer's request within twenty-four (24) hours of such service outage, credit Customer's account the connectivity charges for the length of the outage.
 - B. Fallsnet will credit the Customer's account on a pro-rated basis if there is more than a 48-hour delay in Fallsnet's response to a Service outage or another performance issue not caused by a Force Majeure Event or by Customer's own actions or negligence. Customer must notify Fallsnet of a Service or performance issue within 24 hours. Customer credit may not exceed the Monthly Service Fee for any single calendar month.
 - C. Service may be cancelled by Customer without penalty for quality of service issues after the initial installation, subject to Fallsnet's opportunity to cure any service problem within three (3) business days after Customer's notification. Customer must first notify Fallsnet of Service performance issue via email within three (3) calendar days of installation. If Customer is still dissatisfied after the cure period, Customer may request cancellation in full within seven (7) business days of Customer's installation date. All installation fees will be refunded.
6. **DISCLAIMER OF WARRANTIES.** CUSTOMER EXPRESSLY AGREES THAT USE OF THE FALLSNET NETWORK AND THE FALLSNET EQUIPMENT IS AT CUSTOMER'S SOLE RISK. THE SERVICE AND FALLSNET EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT TO THE LIMITED EXTENT SPECIFICALLY SET FORTH IN "INSTALLATION AND EQUIPMENT" SECTION 2 AND SERVICE LEVEL STANDARDS SECTION 5 HEREIN, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER FALLSNET OR ITS AFFILIATES, OPERATIONAL SERVICE PROVIDERS, AGENTS, REPRESENTATIVES, SHAREHOLDERS, THIRD PARTY LICENSORS AND SUPPLIERS AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND CONTRACTORS, AND EACH OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "FALLSNET-RELATED ENTITIES") WARRANT: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF THE SERVICE; (II) THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF



COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY PERSONAL INFORMATION, NON PERSONAL INFORMATION, DATA, FILES, OR CUSTOMER MATERIAL CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER OR DEVICE. THIS INCLUDES WITHOUT LIMITATION INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO CUSTOMER'S COMPUTER, DEVICE, OR NETWORK OR FALLSNET EQUIPMENT, OR TO MONITOR CUSTOMER'S ACTIVITY AND CONDUCT WHILE USING THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM FALLSNET SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY

- A. STATUTE OF LIMITATIONS: CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR FROM WHEN THE CLAIM OR SUIT ARISES.

- B. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL FALLSNET OR FALLSNET-RELATED ENTITIES BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATIONS WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT FROM ANY CAUSE BEYOND FALLSNET'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, MECHANICAL, ELECTRONIC OR COMMUNICATIONS FAILURE OR DEGRADATION (INCLUDING "LINE-NOISE" INTERFERENCE) AND UNDER A FORCE MAJEURE EVENT (AS DEFINED IN SECTION 13E HEREIN), ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS HEREIN MAY NOT APPLY TO CUSTOMERS RESIDING IN SUCH STATES. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE AGGREGATE LIABILITY OF FALLSNET UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US).

8. CUSTOMER REPRESENTATION, WARRANTIES AND RESPONSIBILITIES.

- A. If Customer is an individual, Customer represents and warrants that he or she is at least the age of majority in his/her state of residence and has legal authority to execute this Agreement. If Customer is a business/commercial entity, the individual executing this Agreement represents and warrants he or she has legal authority to execute this Agreement on behalf of Customer. All Customers represent and warrant that there are no legal, contractual or similar restrictions on the installation of the Fallsnet Equipment in the location(s) and in the manner authorized by Customer and agree that Customer is responsible for ensuring compliance with and payment of any fees, charges or fines related to applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions or other restrictions related to the installation of the Service.
- B. Residential Customers represent and warrant that the Service and Fallsnet Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same Service address, and their visitors. For business/commercial Customers, Customer represents and warrants that the Service and Fallsnet Equipment shall be utilized only by Customer, and its authorized employees, patrons, and/or vendors at Customer's business premises identified in the Service Order.
- C. Customer represents and warrants: (i) not to assign, transfer, resell or sublicense Customer's rights under this Agreement unless specifically permitted by the terms of this Agreement; (ii) not to redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured; and (iii) to be solely responsible and liable for any and all breaches of the terms and conditions of this Agreement and any other documents incorporated by reference in this Agreement, whether such breach results from Customer's use of the Service or by another using Customer's Equipment or the Fallsnet Equipment.
- D. Customer represents and warrants that Customer will not use the Service in a manner that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any applicable local, state or federal, or international statute, rule, ordinance or regulation (collectively "Applicable Law"); (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) accesses, discloses, uses, or disposes of any personal information ("Personal Information") as defined in Fallsnet's Privacy Policy without proper authorization or impersonates any person or entity, including without limitation, any employee or representative of Fallsnet or its Affiliates; or (v) transmits any virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program.
- E. Customer represents and warrants that: Customer remains solely responsible for Customer's use and any other persons' use of the Service and any material or content



transmitted, downloaded or uploaded, through or via the Service. Customer further represents and warrants that Customer possesses all rights necessary to transmit such material or content, and that Customer understands, acknowledges and agrees that Customer is also subject to Fallsnet's [DMCA Copyright Infringement Policy](#).

- 9. INDEMNIFICATION.** Customer agrees to indemnify, defend and hold harmless Fallsnet, and Fallsnet-Related Entities from and against all losses, expenses, damages and costs (including reasonable attorneys' fees) actions, governmental inquiries and investigations, and other claims brought against any Fallsnet-Related Entities arising out of Customer's use of the Service or any violation of this Agreement (and all other documents incorporated herein by reference) including without limitation, claims that Customer's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, Customer's violation of any Applicable Law or the rights of another and claims resulting from Customer's negligence. Fallsnet reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with Fallsnet in asserting any available defenses.
- 10. PRIVACY AND SECURITY.** Fallsnet's Privacy Policy governs the collection, use, disclosure, management and security related to Customer's Personal Information and Non-Personal Information (collectively, "Customer Information"). Customer agrees that Customer had ready access to the then-in-effect Privacy Policy at the time Customer executed the Service Order. Customer understands, acknowledges and agrees that we may update or amend the Privacy Policy at any time without Customer's prior consent and that Customer's continued use of the Service after notice of any changes or amendments have been provided will indicate Customer's acceptance of such changes, except where further steps are required by Applicable Law. We will, however, provide notice of any such changes or amendments as stated in the Privacy Policy. All such updates or amendments shall be deemed to be incorporated by reference into this Agreement.
- A. Verification of Identity. Fallsnet may require that Customer create and use a username and password combination or other reasonable procedures to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through authorized Customer service channels.
- B. Consent to Contact Via Mobile Device. By completing the Fallsnet Service Order, you have given prior express consent to be contacted via the phone number and/or email address you voluntarily submitted (including wireless number or wireless email address, if provided) for purposes that are important for Fallsnet to actively service your account. Purposes include, but are not limited to appointment reminders, customer check-ins, technical support and billing support, and information about new Fallsnet services or features. Customer understands, acknowledges and agrees that automated telephone dialing equipment, live voice, pre-recorded or artificial voice,



and/or text messages, may be used to reach you. Standard data rates may apply. You may opt out of any such contact at any time via the process provided in the Fallsnet Privacy Policy, as long as there is another valid means to contact you about your account. Providing this consent does not obligate you to purchase or use any product or service.

11. CHANGES, SUSPENSION OR CANCELLATION/TERMINATION OF SERVICE

- A. A Customer may move the Service to new home or premises. The Customer is subject to a new installation fee when the move requires an installation of service, assuming Fallsnet's Service is available at the new home or premises. Customer also has option to upgrade the Service at any time; there is no separate fee to upgrade the Service. Additionally, a Customer can suspend the Service up to six (6) months with no billing fees during the time the Service is not active. Customer, however, will be subject to the twenty-five dollars (\$25.00 US) Service Reinstatement Fee upon Customer's request to reactivate the Service.
- B. Residential and Business/Commercial Service. Fallsnet requires at least thirty (30) calendar days advance notice for all Customer cancellations of the Service. Customer must notify Fallsnet by email: billing@fallsnet.com. Upon cancellation, all Fallsnet Equipment must be returned to Fallsnet within thirty (30) calendar days. If Fallsnet Equipment is not returned in a timely matter, Customer understands, acknowledges and agrees that Customer is subject to the applicable Non-Returned Equipment Fee(s), which are posted on Fallsnet's website.
- C. Fallsnet has the right to suspend and/or terminate a Customer's Service if Customer has violated or there is a reasonable belief that Customer has violated this Agreement, in addition to any civil penalties and/or criminal charges available under the law. Suspension or a warning may occur when the Customer has one initial violation of this Agreement, such as copyright infringement by loading or posting third party copyrighted material and content. However, if the offense(s) is severe or frequent enough, Fallsnet reserves the right to disable the Service and terminate the account immediately without advance notice to the Customer. Accounts that have been terminated for violation of this Agreement will not be reinstated. Customer understands, acknowledges, and agrees that Fallsnet will not refund Monthly Service Fees or any other fees that have been paid or are due to be paid by Customer when Service has been suspended or terminated outside of the Service Level Standards provision in Section 5 herein.
- D. Upon the suspension or termination of Customer's Service, Fallsnet shall not be responsible for the return of data stored on Fallsnet's servers, including web and email servers. Customer understands, acknowledges, and agrees that Fallsnet has no obligation to visit Customer's home or premises upon termination to reconfigure Customer's computer(s) or for any other reason other than the return of Fallsnet Equipment.



12. **REFUND AND CREDIT POLICY.** The following is a summary of when Fallsnet will provide a refund or a credit. All refunds and credits will be processed with-in 7-10 business days. If you have any questions regarding this policy, please contact Fallsnet at support@fallsnet.com.
- A. Service Performance and Satisfaction. Fallsnet will refund installation fees as part of Section 5 Service Level Standards if the Customer notifies Fallsnet via email within three (3) calendar days after installation and Fallsnet has not cured the problem within three (3) business days after the Customer's notice. The Customer must request cancellation within seven (7) business days after the date of installation.
 - B. Delayed Response to Service Outages. Fallsnet will provide a credit to Customer's account if Fallsnet is delayed more than two (2) business days in responding to a Service outage if reported by the Customer using the proper notice requirements under Section 5(B) herein, and if the delay was not caused by a Force Majeure Event, or due to Customer's own actions or negligence.
 - C. Internet Outages. Fallsnet will provide a credit to Customer's account upon notice from Customer within 24 hours of a Service outage, but only if the outage was not due to Force Majeure Event or due to Customer's own actions or negligence.
 - D. Electrical Power Failure. Under Section 2(A)(i) herein, a Customer must maintain electrical service at all times to avoid damage to the Fallsnet Network. Fallsnet will only credit a Customer's account if there is a power outage due to a Force Majeure Event. The Customer must notify Fallsnet with 24 hours of the outage to be eligible for a credit. No refunds or credits will be given for power outages for other reasons.
 - E. Network/Internet Delays. No credits or refunds will be provided to Customer, unless the Fallsnet Network is slow or delayed due to reasons under Fallsnet's control. A slow moving Network or delay is not unusual for reasons outside of Fallsnet's control, such as Customer's own use of the Fallsnet Network or network congestion due to other customer use.
 - F. Unused Portion of Service. Fallsnet does not offer a credit or a refund for any unused portion of a Customer's service. Under Section 11 herein, Customers are required to provide notice of cancellation of the Service no less than thirty (30) days prior to the start of the next month's service schedule. This will allow Fallsnet to cancel the Service prior to the start of the next Service period.
13. **GENERAL PROVISIONS.**
- A. Entire Agreement. This Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and

undertakings made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

- B. Third Party Beneficiaries. The Parties agree that any Affiliates, Operational Service Providers, agents, third party suppliers and licensors of Fallsnet are intended beneficiaries of this Agreement. Except as set forth in the previous sentence, this Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Fallsnet.
- C. Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.
- D. Severability. In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the parties agree that unless such provision materially affects the intent and purpose of the Agreement, such invalidity, voidability and unenforceability shall not affect validity of the Agreement nor the remaining provisions herein.
- E. Force Majeure Event. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party (and in the case of Fallsnet, this includes Fallsnet's Affiliates and Fallsnet-Related Entities) for any delay, interruption or failure in performance of its obligations under this Agreement to the extent any such delay, interruption or failure is due to or arises out of a "Force Majeure Event." A Force Majeure Event includes without limitation: (1) act of God; (2) act of local, county, state, federal or other government in its sovereign or contractual capacity; (3) act of public enemy or of war, terrorism, sabotage, civil disorder or riot; (4) flood or adverse weather conditions, including solar flare or sun outage; (5) pandemic, epidemic or quarantine; (6) labor strike, lock-out or other labor disturbance; (7) fire, explosion, power failure or blackout; (8) damage, degradation or destruction of equipment, transmission lines or the Fallsnet Network; (9) unavailability of right-of-way, equipment or materials; or (10) any other cause beyond a Party's reasonable control. Changes in economic, business or competitive conditions shall not be considered a Force Majeure Event. The Party so affected by a Force Majeure Event shall, upon giving prompt notice to the other Party, be excused from such performance and any failure, interruption or delay of performance reasonably deemed to result therefrom shall not be considered a breach of this Agreement.
- F. Jurisdiction and Venue. This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Minnesota without regard to any conflicts of law provision. In the unlikely event that Fallsnet and Customer are unable to resolve a dispute to either Party's satisfaction after attempting to do so informally, Fallsnet and Customer agree the exclusive means of bringing adversarial proceedings to resolve any dispute out of this agreement or the subject



matter of this agreement will be resolved in small claims court. The Morrison County Conciliation Court has jurisdiction to hear, conciliate, try, and determine civil claims if the amount of money or property that is the subject matter of the claim does not exceed \$15,000. Customer and Fallsnet agree in the event the subject matter of the claim exceeds \$15,000, either Party may bring such a proceeding in the United States District Court for the Seventh District of Minnesota.

- G. No Waiver. Fallsnet's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law or construed as nearly as possible to reflect the original intentions of the parties.
- H. Amendments. Fallsnet may change, amend, alter, or modify this Agreement at any time. Fallsnet may notify Customer of any change either by posting that change on Fallsnet's Website, by sending Customer an email, as a bill insert, via telephone, or by U.S. first-class mail, or by any reasonable means. If Customer continues to use the Service after such notice has been made, Customer understand, acknowledges, and agrees that such continued use shall be deemed to be Customer's acceptance of those changes unless additional notice or steps are required by law. The current version of this Agreement, as the same may be modified by Fallsnet from time to time, shall supersede any prior version of this Agreement that may have been provided to Customer at any time, unless additional notice or steps are required by law.
- I. Assignment. Customer may not assign this Agreement, or Customer's rights or obligations under this Agreement, without Fallsnet's prior written consent, and any purported assignment by Customer without such consent shall be void. Fallsnet may transfer or assign any portion or all of this Agreement at any time without notice to Customer, and Customer waives any notice that may be required by law.
- J. Survival. Sections 1 through 13 herein shall survive any termination, cancellation or expiration of this Agreement for any reason.
- K. Execution of Agreement. Customer and Fallsnet (or, the signature of each Party's authorized person) understand, acknowledge and agree that each has executed this Agreement by their electronic signatures on the Service Order.

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