

## GIGFIRE TERMS AND CONDITIONS

Effective Date: March 2023

These Terms and Conditions ("Agreement") govern the use of GigFire broadband services ("Services") provided by GigFire ("Company") to the subscriber ("Subscriber"). By accessing or using the Services, the Subscriber agrees to be bound by these Terms and Conditions.

### Service Provision

1.1 The Company will provide the Subscriber with broadband internet access services as per the selected plan and availability in the Subscriber's area.

- 1.2 The Company will make reasonable efforts to ensure uninterrupted service, but cannot guarantee uninterrupted or error-free service due to factors beyond its control, including network congestion, maintenance, or force majeure events.

### Subscriber Obligations

2.1 The Subscriber agrees to use the Services for lawful purposes only and shall not engage in any activity that violates applicable laws or infringes upon the rights of others.

2.2 The Subscriber is responsible for maintaining the security and confidentiality of their account credentials and shall be liable for any unauthorized use of the Services.

2.3 The Subscriber shall not resell or share the Services with any third party without the Company's prior written consent.

- 2.4 The Subscriber agrees to comply with all applicable laws, regulations, and policies regarding the use of the Services.

### Service Availability and Performance

3.1 The availability, speed, and performance of the Services may vary based on factors such as network congestion, equipment limitations, and the Subscriber's location.

3.2 The Company will make reasonable efforts to provide the advertised speeds, but actual speeds may vary and are not guaranteed. Speeds are measured as an average and may be affected by various factors.

3. 3.3 The Company reserves the right to implement network management practices to optimize the overall performance of the network and ensure a fair allocation of network resources.

#### Fees and Billing

4.1 The Subscriber agrees to pay all applicable fees associated with the selected plan and any additional services or equipment requested.

4.2 The Subscriber will be billed on a recurring basis, usually monthly, in advance for the Services unless otherwise specified in writing.

4.3 The Subscriber is responsible for providing accurate billing information and ensuring timely payment of all charges. Failure to pay may result in suspension or termination of Services.

4. 4.4 The Company reserves the right to modify its fees and charges upon providing reasonable notice to the Subscriber.

#### Term and Termination

5.1 This Agreement shall commence on the date the Subscriber activates the Services and shall continue until terminated by either party.

5.2 Either party may terminate this Agreement with written notice to the other party in accordance with the specified notice period.

5. 5.3 The Company reserves the right to suspend or terminate the Services immediately and without notice if the Subscriber violates any provision of this Agreement or engages in fraudulent, illegal, or abusive activities.

#### Limitation of Liability

6.1 The Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use of the Services.

6.2 The Subscriber acknowledges that the Services may not be error-free, secure, or uninterrupted, and the Company shall not be responsible for any loss, damage, or unauthorized access to the Subscriber's data or equipment.

6. 6.3 The Company's liability, if any, shall be limited to the fees paid by the Subscriber for the Services during the six (6) months preceding the event giving rise to the claim.

#### Miscellaneous

7.1 This Agreement constitutes the entire agreement between the Company and the Subscriber and supersedes any prior agreements or understandings.

7.2 The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or the right to enforce it.

7. 7.3 This Agreement shall be governed by and construed in

#### Changes to this Policy

8.1 We reserve the right to modify or update this Policy at any time. Any changes will be effective immediately upon posting the revised Policy on our website. We encourage you to review this Policy periodically to stay informed about our acceptable use guidelines and privacy practices.