

Cable Modem and Fiber To The Premise (FTTP) Internet Service Agreement

This Cable Modem and Fiber To The Premise (FTTP) Internet Service Agreement (Agreement) shall constitute a binding contractual agreement between Nelson Cable, Inc., dba Nelson Fiber ("Company"), and/or Cyberwind ("Company"), and the Individual or Business subscriber of services ("Subscriber"). The Service Agreement includes:

- Service Description
- Terms of Service (TOS)
- Acceptable Use Policy (AUP)
- Service Level Agreement (SLA)
- Miscellaneous

This Agreement describes the terms and conditions between the Subscriber and Company applicable to the internet Service being subscribed. Subscriber agrees that by subscribing to the Service, Subscriber will be bound by the terms and conditions stated herein. Please read this Agreement carefully since it contains right and obligations between the parties hereto, as well as important limitations on those rights.

Redress Options

If you would like to contact us with questions, complaints or to request additional information concerning our Internet Services, you may contact Customer Service by phone (434) 263-4805, by email at info@cyberwind.net, or write to us at PO Box 219, Nellysford, VA 22958.

Service Description

1. **General Service Description:** Nelson Cable, Inc. uses a fiber optic backbone for its main trunk line and a combination of fiber optic and coaxial cable to deliver Cable TV, Cable Modem High Speed Internet, FTTP Internet, and VoIP Telephone Services to individual residences and businesses. Cable Modem High Speed Internet speeds range from 1 Mbps to 100 Mbps. FTTP Internet speeds range from 100 Mbps to 1,000 Mbps.
2. **Performance:** Actual access speeds and time delays (latency) are impacted by the length, capacity and congestion of middle mile transport facilities between the Company's service area and internet nodes, as well as characteristics of Company's network. The Company must purchase middle mile capacity from other entities and does not have information concerning their congestion management practices.
There are many publicly available services to check the speed of Subscriber's internet connection. Subscriber should note that speeds may vary from one location to another, the Subscriber's home network configuration, modem, internet-connected devices, time of day, and don't necessarily reflect the performance of the network only.
VoIP Telephone service is provided with separate service capacity and delivered over separate service to accommodate technical requirements of VoIP. Due to VoIP's low bandwidth requirements, it doesn't have a significant impact on performance.
3. **Device Attachment:** Nelson Cable, Inc. provides a hard wired modem or Calix ONT to the Subscriber. Subscriber is not required to use Company provided equipment, as long as it is lawful, and does not harm Company's network. Company does not guarantee service with a modem or ONT not provided by Company. Company recommends DOCSIS 3.0 certified modems for cable modem service and requires a Calix ONT for FTTP. Company does not provide a wireless router to the Subscriber unless it is in conjunction with VoIP telephone service.

Terms of Service (TOS)

1. **Pricing:** Pricing is available on our website, www.nelsoncable.com, on Subscriber's bill, or by contacting our Customer Service Department at (434) 263-4805. Prices and Service Levels are subject to change.
2. **Term:** There is no minimum Term of Service unless otherwise specified.
3. **Billing and Charges:** Subscriber agrees to pay all charges, including taxes and fees, incurred by users of the Service at the rates in effect at the start of the billing period in which charges are incurred. Subscriber will be mailed a monthly statement for making payments by mail or at Company office in person. Statements are printed on or about the 20th of each month. Payments are due in advance by the first of the month. Company reserves the right to correct and charge under-billed amounts after a statement has been issued.
4. **Monthly Service Fees:** Fees for the Service(s) ordered by the Subscriber shall begin on the activation dated and Monthly Recurring Charges (MRC) shall be pro-rated to the first day of the following month. The date of service activation will serve as the anniversary date for any term commitment.
5. **Upgrade Fees:** Upgrades ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.
6. **Additional Service Fees:** Additional services ordered during the billing month may be prorated. Future charges will appear as full MRC fees added to your bill.
7. **One-Time Charge Fees (OTC):** OTC fees, such as, but not limited to, prorated Service, setup, connection, reconnection, Name Change, administrative and late fees are due and payable at the time they are incurred.
8. **Service Credits:** Service credits will be issued to Subscriber account and shall be used to offset future billable service. Service credits shall not be issued as cash back to the Subscriber nor are service credits transferrable to other account holders.
9. **Age, Account Set-Up, and Data:** Subscriber represents that the Service will be installed solely in Subscriber's residence or business. Subscriber represents that they are at least 18 years of age and able to enter into a contract. Subscriber agrees that they are responsible for verifying and maintaining the passwords and other identification information. Subscriber assumes ultimate responsibility and ownership for data integrity, retention, security, and backup.

- 10. Installation:** Subscriber represents that there are no legal, contractual or similar restrictions on the installation of the equipment, drop, or interior wiring for the Internet Service. Timeframes for installation are not guaranteed and may vary depending on the type of installation required and other factors. Subscriber acknowledges and agrees that Company or its contractor will be required to access Subscriber's premises to install and maintain the Service. For FTTP, to maintain ONT and fiber drop. By signing this agreement, scheduling the service or installation visit, and permitting Company or its contractor to enter property, Subscriber is authorizing Company and/or Company's contractor to perform the above actions. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AS DETERMINED BY COMPANY, COMPANY OR COMPANY'S CONTRACTOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLING, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PROPERTY, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER OR OTHER DEVICES CONNECTED TO SERVICE. Subscriber is responsible for backing up data of their computer prior to permitting access to Company or Company's representative.
- 11. Termination by Subscriber and Downgrades:** Subscriber may terminate this Agreement and discontinue its Service, at any time after Service is activated upon thirty (30) days written or email notice to Company, subject to the payment of the fee for Service for the full billing cycle in which termination occurred. If Subscriber cancels Service prior to installation, the Subscriber may be charged for services rendered through the date of notification and any termination fee. In the event that any installation cost was not paid at time of installation, any remaining unpaid installation cost will become due and payable in full upon the termination of this Agreement, as determined solely by the Company. Subscriber shall terminate this Agreement for Service in accordance with its terms; failure to do so may delay or prevent Company from knowing that a termination was intended. Company requires a thirty (30) day written notice for downgrades of Services. Failure to supply the required thirty (30) days written notice may result in a full billable monthly cycle prior to downgrade. Notice of cancellation or downgrade of service can be emailed to info@cyberwind.net, or mailed to Nelson Cable, PO Box 219, Nellysford, VA 22958. All Subscriber data remaining after the cancellation and final settlement will be destroyed for security and privacy reasons, unless required by law to keep the records for a certain period of time.
- 12. Termination or Suspension by Company:** Company may immediately terminate Subscriber's Service and this Agreement if Subscriber or a user of Subscriber's service breaches this Agreement. Company reserves the right in its sole discretion to terminate Subscriber's Service and this Agreement at any time or to suspend (with or without notice) or terminate access to or use the Service in whole or in part.
- 13. Post-Termination or Suspension Obligations:** Notwithstanding any cancellation or termination of this Agreement or any part of Subscriber accounts, nor any suspension or termination of access to use of the Service, Subscriber will still remain responsible for all payments and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in conjunction with such cancellation, termination or suspension. Subscriber payments and other obligation under this Agreement are not suspended or affected by a suspension of access to or use the Service, in whole or in part, due to a violation (actual threatened, or alleged) of this Agreement or of any law or legal obligation by Subscriber or user of Subscriber's account.
- 14. Reactivation:** If Service is suspended or terminated, including failure of Subscriber's bank to honor check(s), transfer funds, or for any other reason, in addition to payment of the past due amount(s), Company may require a deposit before reactivating Service. The amount of deposit will not exceed one year of monthly fees. If Subscriber fails to pay any amount on a subsequent bill, the unpaid amount will be deducted from the deposit. Deposits do not earn or accrue interest. If Service is suspended or terminated for any reason, including at Subscriber's request or because of Subscriber's failure to pay past due amounts, and Subscriber wants to reactivate the Service, Subscriber agrees to pay a reactivation fee in accordance with the then Company current rates. In addition, Subscriber must bring account up to date through the month of reactivation by making payment in full on any outstanding balance, fees, and other applicable charges.
- 15. Refunds & Disputes:** All services rendered by the Company are non refundable. This includes, but is not limited to, MRC fees, equipment, fees, and installation fees. Subscribers seeking more information or to resolve billing error instructed to visit Company's billing office located in the Valley Green Center, 2771-A Rockfish Valley Highway, Nellysford, VA 22958, from 9AM to 3PM, Monday through Friday. Company will make available to Subscriber a billing ledger of Subscriber's account showing charges, payments and credits. In the event a dispute remains unresolved Subscriber must follow up with a written explanation of the dispute within 45 days of the charge date. Company will not pay Subscriber interest on any overcharged amount later credited. Company may, but is not required to, accept partial payments from Subscriber. If partial payments are made, they will be applied to amounts, starting with the oldest outstanding amount. If Subscriber sends Company checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, Company can, but is not required to accept them, without losing the rights to collect all amounts owed under this agreement.
- 16. Non-Payment and Late Payment:** Subscriber shall pay invoices when due. Subscriber may be charged a Late fee of \$5.00, or the maximum rate permitted by applicable law. If Company does not receive payment before the next statement issued, Company has the right to suspend service or terminate this Agreement without notice. Termination of the Agreement is due to Subscriber default. Nonpayment may result in a Termination Fee owed by Subscriber if the Minimum Service Term has not been satisfied. If any amount due under this Agreement is collected by or through an attorney, Subscriber shall pay all of the Company's collection costs, including attorney's fees.
- 17. Restrictions on the Use of the Service:** Company reserves the right to immediately suspend Subscriber's Service and Company may terminate this Agreement if Subscriber knowingly or otherwise engages in any prohibitive activity or use the Service in any way which is contrary to any Company policy. Subscriber agrees to comply with Company's Acceptable Use Policy (AUP) and Fair Access Policy (FAP) which are incorporated into this and made part of this Agreement. Subscriber does not own, nor have any rights, other than those expressly granted to Subscriber, to a particular IP address, even though Subscriber may have ordered and is using a static IP address provided by the Company.
- 18. Prohibition on Resale:** Reselling this service or making the Service available to anyone beyond your premises (other than business Wi-Fi, or any other method, for patrons and guest; and domestic Wi-Fi, or any other method, for personal use), in whole or in part, directly or indirectly is prohibited. The Service is intended for personal commercial use in a manner that is consistent with the terms of this

Agreement. The AUP, or terms of any other applicable policy or plan and Subscriber agrees not to use this Service for operation as an Internet Service Provider or for any prohibited business enterprise or purpose.

19. **Assignment of Account:** We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.
20. **Credit Inquiries and Reporting:** Subscriber authorizes Company to make inquiries and to receive information about Subscriber's credit experience from others, including credit reporting agencies, enter this information to Subscriber's file, and disclose this information to appropriate third parties for reasonable business purposes. Subscriber understands and agrees that Company may report late payment(s) or nonpayment to credit reporting agencies.
21. **Identity Use:** Subscriber agrees to use the Company logo, Company information, and related services in accordance with approved marketing guidelines. Company agrees not to use Subscriber name, logos, or information without prior written consent of Subscriber.
22. **Responsibility of Subscriber:** Subscriber is responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, patron, employee, guest or anyone with access to Subscriber's Service. Therefore, Subscriber must take steps to ensure that others do not use its service to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of Subscriber's Service login and password(s).
23. **Applicable Law:** Proper venue for legal remedies shall be Nelson County, Virginia. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with Virginia State Law of the Uniform Commercial Code, whichever may be applicable, excluding conflicts of law's provisions. Any cause of action brought by Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods. Subscriber agrees to abide by all local, state, and federal laws pursuant to services delivered.
24. **Security:** Subscriber agrees to take reasonable measures to protect the Security of its computer(s) and other devices connected to the Service, including maintaining at its cost an up to date version of anti-virus and/or firewall software to protect computer(s) and other device(s) from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or other similar component). Subscriber expressly agrees that if a computer or other device under its control becomes infected and causes any of the prohibited activities listed in the AUP, Company may immediately suspend Service until such time as computer and/or other devices is sufficiently protected to prevent further prohibited activities. Subscriber will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases Subscriber is solely responsible for the security of any device connected to the Service, including any data stored or shared on that device.
25. **Use and Control of Information:** Company does not distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally-identifiable information) as well as aggregate information. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, Company may maintain and use internally such information and records. Information generated by or in connection with Company's administration of the Service shall be and remain our exclusive property. Company may also from time to time provide online, fax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonable and in good faith. Subscriber acknowledges that communications with Company, our representatives, and our contractors may be monitored or reviewed for quality control and other reasonable business purposes.
26. **Warranties and Limitations of Liability:** SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. NEITHER COMPANY NOR ITS AGENTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED; NOR DOES COMPANY OR ITS AGENTS, EMPLOYEES, SUPPLIERS, OR CONTRACTORS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE OR SECURE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY COMPANY SHALL CREATE A WARRANTY; NOR SHALL SUBSCRIBER RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE COMPANY PROVIDES SUBSCRIBERS WITH SUBSCRIBERS ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, COMPANY CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION SUBSCRIBER OBTAINS THROUGH THE SERVICE. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.
27. **Applicability and Exceptions:** The foregoing exclusions or limitations apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Company, or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply where such exclusions are prohibited.
28. **Service Interruptions:** Service may be interrupted from time to time for a variety of reasons. In the event of a Service interruption, Subscriber should call (434) 263-4805 to report any problem. Office hours are from 9AM to 4PM Monday through Friday. An After Hours Call Center is available for non-business hours. In the event no one is available, Subscriber should leave a message describing the problem, service address and contact phone number. Company is not responsible for any interruptions of Service that occur due to acts of God, power failure, or any other cause beyond Company's reasonable control. However, because Company values our subscribers, for an interruption of a significant length of time that is within Company's reasonable control, upon your written request Company may provide what Company reasonably determines to be a fair and equitable adjustment to Subscriber's account to make up

for the Service interruption. THIS WILL BE SUBSCRIBER'S SOLE REMEDY AND COMPANY'S SOLE DUTY IN SUCH CASES. Subscriber acknowledges and agrees that the Service is not intended to be, and should not be used as, Subscriber's primary or "life-line" telecommunications service.

29. **Third Party Beneficiaries:** The provisions of this Agreement are for the benefit of the Subscriber, the Company and its respective contractors, including employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.
30. **Notices:** Disclosures and other communications where notification by Company is related to this Agreement may be made by any reasonable means, including, but not limited to posting on Company's website, www.nelsoncable.com, or email. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Subscriber must promptly notify Company of any change in its email or postal address in writing.
31. **Construction and Delegation:** Neither the course of conduct between parties nor trade practice shall act to modify the provisions of the Agreement. Company may authorize or allow its employees and contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and Company may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.
32. **Indemnity.** Subscriber agrees to indemnify, defend and hold Company harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to any and all use of Subscriber's account. This includes, without limitation, responsibility for all consequences of Subscriber (or that of any user of Subscriber's account) violation of this or Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by Company in enforcing this Agreement by Subscriber.
33. **Mutual Indemnification:** Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.
34. **Limitation of Liability:** Except as described in the SLA, The Company shall not be liable to Subscriber for harm caused by or related to Subscriber's services or inability to utilize the services unless caused by gross negligence or willful misconduct. Neither party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not known or should have been known. Notwithstanding anything else in this agreement, the maximum aggregate liability of the Company, and any of its employees, agents or affiliates, under any theory of law shall not exceed a payment of money not to exceed the amount paid by the Subscriber for MRC Services for the six months prior to the occurrence of the event(s) giving rise to the claim.
35. **Agreement Modification:** Upon notice published on our Company website, www.nelsoncable.com, Company may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. Company may, but is not required to notify Subscriber by any other means. If Subscriber does not agree to such changes or additions, then Subscriber must terminate this Agreement in accordance with the terms herein and stop using the Service prior to the effective date of such modification(s). Subscriber's continued use of the Service after the effective date of such modification constitutes the acceptance of such modification(s).
36. **Service Modification:** Company may discontinue, add to, or revise any or all aspects of the Service in Company's sole discretion and without notice, including ancillary and support services. If Company undertakes any of these changes, Company will post modifications on the Company website and Company may, but is not required to, notify Subscriber by e-mail. If Subscriber does not agree with such changes, the Subscriber must cancel its subscription and stop using the Service prior to the effective date of such changes. Subscriber's use of the Service after the effective date of such change(s) or additions constitutes Subscriber's acceptance of such changes. In addition, (a) Company may take any action consistent with its Acceptable Use and Fair Access Policies (b) make available to third parties information relating to Company or its subscribers, subject to our Subscriber Privacy Policy, (c) withdraw, change, suspend, or discontinue any functionality of the Service and (d) limit access to the Service to prevent abusive consumption and ensure fair access for all classes of subscribers.
37. **Acceptance:** Acceptance of the Service Agreement incorporating the Terms of Service (TOS), Acceptable Use Policy (AUP), Service Level Agreement (SLA), and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described and completion of the ordering process.

Acceptable Use Policy (AUP)

General Statement: The Company is dedicated to the unrestricted free transmission of information via the internet resources. Our goal is to deliver enterprise quality on-demand Internet Services to all of our Subscribers while serving as the medium of exchange for transmission of all information. Notwithstanding anything found herein, the Company follows all local, state and federal laws pursuant to the services delivered over the Internet and directly related to our network and internal systems. The purpose of the Acceptable Use Policy (AUP) is to inform all Subscribers of anticipated Subscriber use. Due to the myriad of possibilities in maintaining a network comprised of many services, this document is intended to act as a guideline to service and not to be all encompassing. Subscriber agrees that they are responsible for all access to and the use of the Service and password(s) and for all fees incurred for Service, or for merchandise purchased through the Service, or any other expense incurred with the terms of this Agreement. Subscriber acknowledges that Subscriber is aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). Subscriber agrees to supervise usage of the Service by minors who use the Service.

Subscriber ratifies and confirms any obligations of a minor using the Service and incurs and assumes and promises any permissions such minor makes or gives.

We reserve the right to immediately modify or disconnect your access to the Company's Network or Service if we determine, in our sole and absolute discretion, that your use of the Network or any Service is, or at any time, inconsistent with normal usage patterns. In addition, you will be required to pay for a higher level of service for all periods in which your use of the Service was inconsistent with the normal use of the subscribed Service.

Direct Violation of Acceptable Use Policy (AUP): The following list represents per se direct violations of AUP and will be subject to immediate redress under the methods of resolution as described herein.

- 1. Illegal Use:** Any use of dedicated services in direct attempt of statutory illegal activities. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing scheme, "ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.
- 2. Copyright Infringement:** Direct copyright infringement as defined and noted under Title 17, Section 512 of the United States Code are a direct violation.
- 3. Unsolicited Email:** The sending or receiving of mass unsolicited email (SPAM) is a direct violation. This includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services.
- 4. Email bombing:** The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or over flow email services.
- 5. Proxy Email (SPAM):** The use of dedicated services to proxy email to unsolicited users. Proxy email is defined as the use of dedicated services to act in concert with other services located inside and outside the network to achieve mass unsolicited email (SPAM) to unrelated third parties.
- 6. Child Pornography:** The Company has a zero stance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is a direct violation.
- 7. Threats & Harassment:** The Company's network can be utilized for any type of individual, organizational, or business use. This does not include threats or harassment to individuals, organizations, or businesses, unless it falls within the bounds of protected free speech under the First Amendment. The Company seeks to serve only as the medium of exchange for information and refrains from decisions on freedom of speech.
- 8. Fraudulent Activities:** The Company prohibits utilizing dedicated or network services for fraudulent activities. Notification of fraudulent activities by verified third parties can result in violation.
- 9. Denial of Service:** The Company absolutely prohibits the use of dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks. Any relation to DOS or DDOS type activity is a direct violation.
- 10. Terrorist Websites:** The Company prohibits the use of dedicated services for the hosting of terrorist related websites. This includes sites advocating human violence and hate crimes based upon religion, ethnicity, or country of origin.
- 11. Distribution of Malware:** The Company prohibits the storage, distribution, fabrication or use of malware including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity. Programs used in the normal ordinary course of business are deemed acceptable. Example: Security Company hosting that analyzes the latest root kit for new security analysis software.
- 12. Phishing:** The Company strictly prohibits any activity associated with Phishing or systems designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.
- 13. HYIP or Ponzi Schemes:** High Yield Investment Plans (HYIP) or Ponzi Schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking, and/or advertising via email or websites or schemes designed to defraud.
- 14. Reporting Violation of the Acceptable Use Policy:** The Company accepts reports of alleged violations of the AUP via email sent to info@cyberwind.net. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. The Company owes no duty to third parties reporting alleged violations due to lack of privacy in contract law. The Company will review all verified third party reports and will take appropriate actions as described herein.
- 15. Methods of Resolution for Violations under the Acceptable Use Policy:** The ultimate goal of the Company is to balance the rights and interest of Subscribers in the highly evolving internet world. The Company understands the challenges of hosting companies, resellers, businesses, organizations and other subscribers who may have third party violations occur due to the nature of their business. The goal of Company's methods of resolution is to mitigate any service interruptions while resolving any potential violations under the policy. Company's staff is dedicated to working with Subscriber in resolving potential violations and is available via phone or email. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, the Company is dedicated to working with the Subscriber in resolving all potential violations prior to any service interruptions.
- 16. Disclaimer:** The Company retains the right, at its sole discretion, to refuse new service to any individual, group, or business. The Company also retains the right to discontinue service with notice for repeated violation of the AUP over time.

Service Level Agreement (SLA)

General Statement: Company is dedicated to providing its Subscribers with the level of Internet Service to which they have subscribed at all times. Service Level Adjustments will be made as defined in the TOS.

1. **SLA Credit Claim:** To properly claim an SLA credit due, an authorized representative of the Subscriber must open an SLA request within seven days of the purported outage. Subscriber must include service type, IP address, contact information, and full description of the service interruption including logs if possible. The appropriate department manager will research the SLA claim and any credit issued will be issued to accounting. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other Subscribers. Please allow up to fourteen (14) days for the process of SLA claims.
2. **SLA Claim Fault:** Subscribers currently in arrears for monthly services do not qualify for SLA claims. Subscribers making false or repetitive claims will incur a one time charge of \$50 per incident for such claims. False or repetitive claims are also a violation of the Terms of Service and may be subject to service suspension. Subscribers participating in malicious or aggressive Internet activities thereby causing attacks or counterattacks do not qualify for SLA claims and shall be in violation of the AUP.

Miscellaneous

1. **Miscellaneous:** If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Company may enforce or decline to enforce any or all of the terms of this Agreement in its sole discretion. In no event shall Company be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Abbreviations and Acronyms used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.
2. **Successors and Assigns:** This Agreement shall be binding on and endure to the benefit of the successors and assigns of the respective parties.
3. **Title, Headings and References:** Titles and Headings to paragraphs and subparagraphs herein are inserted for convenience or reference only, and are not intended to be part of or affect the meaning or interpretation of this Agreement. All paragraphs and subparagraph references to this Agreement are to the paragraph and subparagraphs of this Agreement unless stated to the contrary.
4. **Transparency Policy:** The Company does not engage in blocking, throttling, affiliated prioritization, or paid prioritization.
5. **Entire Agreement:** This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between Subscriber and Company, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

Revised 02.01.2019

Contact Information:

Please send any written correspondence, along with account number, to:

Nelson Cable, PO Box 219, Nellysford, VA 22958

Physical Location: 2771-A Rockfish Valley Highway, Nellysford, VA 22958

Lobby Hours: Monday – Friday, 9am – 3pm

Customer Service Hours: Monday – Friday, 9a,-4pm: 434-263-4805. Fax: 434-226-0117

24 Hour Technical Support: 1-833-431-6692

E-Mail: info@cyberwind.net

Website: www.nelsoncable.com