



Terms of Service

Our goal is to provide you with an enjoyable and highly reliable internet experience free of contracts, data caps, and hidden fees. This Terms of Service agreement acknowledges the mutual responsibility Fibersphere has with you, its valued Customer, to realize those goals, meet legal obligations set forth by local, state, and federal government agencies, and provide the maximum available bandwidth to all Fibersphere customers.

Privacy Protection

Fibersphere values your privacy and will not track, harvest, or sell personal data to/for advertisers.

Copyright Infringement

Third Parties may notify Fibersphere to claim possible customer Digital Media Copyright Act (DMCA) violation. Fibersphere will investigate claims prior to contacting you. Should Fibersphere find potential DMCA violation, Fibersphere reserves the right to restrict or terminate internet service with to the following:

- Fibersphere will not disclose your identity to the copyright holder without subpoena/court order.
- Fibersphere will notify you of receipt of DMCA violation notice and email a copy.
- Should a potential DMCA violation persist, Fibersphere will provide written notice that account suspension/ bandwidth limitation will take place seven days from the letter's date should transmission of DMCA violating materials continue.
- Account suspension/bandwidth limit will be lifted upon acknowledgement of letter receipt and removal of offending material(s) outlined in the infringement notice.

File Sharing

File sharing services (including but not limited to those facilitating sharing of copyrighted material) can negatively impact bandwidth delivery to all Fibersphere Customers. If file sharing services are negatively affecting bandwidth delivery to other Fibersphere Customers, Fibersphere may limit the bandwidth speed available to the account in question.

Cancellation

Service is month to month without cancellation fees or contracts. Retroactive cancellation requests may be post dated up to thirty (30) days (subject to bandwidth verification).

Pricing and Data Usage

Pricing is flat rate. Unless related to non-payment or special requests (see below), you will not be billed for fees, taxes, or service delivery surcharges. Data volume is not capped and net neutrality is maintained for all websites.

Account

- Payment Dates: Invoices are sent on the first business day between the 20th and 23rd of each month. Payment is due the ninth (9th) day of the subsequent month unless otherwise indicated on the invoice. Late fees are assessed after the tenth (10th) day of the month. Accounts more than sixty (60) days past due may be suspended. Accounts more than ninety (90) days past due may be sent to a third party for collections.
- Late/Paper/Vacation Fees: Late = \$3.50 per invoice period. Account Reinstatement After Non-Payment Related Suspension = 16% of past due amount (including assessed late fees). Account Sent to Collections = 30% of past due balance (including assessed late fees). Paper Billing Preferred = \$1.39/mo. (all proceeds donated to a Pacific NW focused environmental charity with donation amount reported annually) (No fee for accounts receiving paper bills prior to March 1, 2017). Vacation suspension = \$30 per suspension request

Updates & Changes

Terms of Service may be revised at Fibersphere's discretion changes will be posted at:

<http://www.fibersphere.net/customer/policies/tos.pdf>.

Warranty

Advice, information, website access, service uptime, and/or material provided by Fibersphere or its affiliates is provided "as-is" with no warranties expressed or implied.

If you are reading this fine print, kudos to you! When we created this policy, we wanted to do things a little differently by confirming our commitment to your privacy and your rights to use data as you see fit, as long as it is legal and respects the rights of others on the network. So happy surfing, streaming, and general use of Fibersphere internet service...we appreciate your business!

