

Spear Broadband Terms and Conditions

The following terms and conditions (“Terms” or “Agreement”) constitute your agreement governing any Internet access service or equipment provided to you by Spear Broadband, LLC, or one of its affiliates (“Company,” “we,” or “us”), to you (“Customer”, “you”, or “your”) at your residence (“service location”). The only service we will provide you is high speed broadband Internet access service (“Internet Service”). We do not provide voice, voicemail, email, or other services. Your Internet Service speeds will vary based on the plan you select and factors beyond our control, such as network congestion.

IMPORTANT SAFETY NOTICE re 911: Our Internet Service is not intended for 911. Because we only provide data services, and not voice, we cannot represent that any voice over Internet protocol (“VoIP”) service you may subscribe to or use over our Internet Service can provide you with uninterrupted service comparable to telephone company landlines or cellular service. Our servers do not have backup power. **These limitations mean that you may not be able to access local 911 in an emergency and if you are able to reach a local 911 public safety answering point they may not receive your location automatically.**

PRICES, BILLING, AND PAYMENT

The monthly price and other charges and fees for your Internet Service will depend on the service plan you select at the time you order service. You agree to pay in advance for your Internet Service. You may change your plan at any time and we may change our prices and fees upon notice as detailed below. Monthly charges will be prorated with a refund to the credit or debit card used to pay the account, if on file with Spear Broadband, if you sign up or terminate service in the middle of a month, unless terminated after the 25th. If no credit or debit card is on file, a check will be issued in 30-60 days to your last known address. Details of the Internet Services such as the charges, fees, any taxes or surcharges, data speeds, and service limitations will also be contained in your service plan or subscription and made available to you when you sign up for service or change your service plan. If you need any details of or descriptions of your plan you may contact us by email or via our web portal here: [Spear Broadband Account Page](#).

In addition to service charges, any and all sales or other applicable taxes, surcharges, or government levies which are applicable to the provision of Internet Services or equipment shall be borne by Customer. Customer is responsible for all charges incurred that are not provided as part of our Internet Services, including any costs or charges incurred from Customer viewing or using websites or applications, such as VoIP telephone charges, charges for using or downloading Internet apps or games, all charges for purchase of goods or services using the Internet, and any fines or penalties arising from Customer’s usage such as copyright violations.

All services are to be paid in advance. Company invoices are due upon receipt and are payable on or before the date stated on the invoice and not later than six days before the start of the billing cycle to which the invoice applies. Payment is considered late on and after the 15th of the month. Any invoice not fully paid by the 20th of the month will be assessed a late charge of \$5.00. Checks returned by your bank for any reason will incur a fee of \$35.00, in addition to the invoiced amount and any late charges. The Company may suspend or terminate access to Internet Services upon an indication of credit problems, including delinquent payments. In the case of a suspension or termination for late payments or any other reason, a reconnection fee will apply after payment of any outstanding balance and Customers.

TERM OF SERVICE

Except if otherwise agreed by you and us in writing, your services are provided on a month-to-month basis. As detailed above, if you terminate service before the 25th of a month for which you have paid, you will be given a refund or credit for the unused period. If you stop using the services because you move out of the service location (unit), you must notify us of the date you wish to terminate your service. If you fail to notify us prior to moving, we will continue to charge you for the service until we get notice. If we receive a request for service from a new tenant in your former unit before you have notified us of your move, we will terminate your service and initiate service with the new tenant.

USE OF SERVICE IS AGREEMENT

When You order, request, or use any of our Internet Services, you are deemed to have read and agreed to these Terms and all Company policies, whether you sign a document or not. The Company may modify these Terms and other policies and disclosures from time to time at its discretion. Notice of changes to prices or Terms will be provided by email, normally thirty days in advance of the effective date. Your continued payment for and use of the Services after the effective date constitutes your agreement to the change(s). Policies and disclosures may be changed and updated without express notice, but notice will be given by posting on Company websites. You are responsible to read the policies and disclosures from time-to-time and to follow them. In the event of any conflict between these Terms and any policies, disclosures, FAQs, or statements on our website or by company personnel, these Terms will supersede and govern in all cases.

ACCEPTABLE USES

Use of Services is expressly limited to Customer and Customer's immediate family only. Sharing or resale of Services is strictly prohibited. In general, all uses of the service must be lawful and for lawful purposes and not harmful to Company, the network, or other customers. Further details can be found in our Acceptable Use Policy ("AUP"). The AUP may change from time to

time without notice. If a Customer violates the AUP or other policies, Internet Services may be suspended or terminated.

DEVICES

The Company will provide you with a router at your Service Location that offers a wireless network in your unit. In select locations we also provide Ethernet jacks units. You may provide your own wireless or wired equipment, as applicable, such as computers, handsets, tablets, and software necessary to connect to the Internet Services, provided that they are compatible with the Company's network and are not harmful. The Customer is fully responsible for all equipment and software it provides. The Customer shall not tamper with, modify, damage, destroy, or remove the router provided by Spear or its affiliate and will be charged to replace or restore the router if it violates any of these restrictions.

WARRANTY DISCLAIMERS

Company services and devices are provided on an "as is, as available" basis. The Company disclaims any and all warranties (whether express or implied) with regard to the services or devices, including without limitation: any implied warranties of merchantability, fitness for a particular purpose, infringement or title; any warranty of the accuracy, completeness or validity of the data or information communicated through the Internet Services; and any warranty of the continuous availability of the services, or that the Internet Services will be uninterrupted or error free.

LIMITATIONS OF LIABILITY

Under no circumstances and under no legal theory (whether tort, contract, or otherwise) shall Company be liable for any indirect, special, incidental or consequential damages whatsoever (including, without limitation, damages for business interruption, loss of profits, goodwill or information) arising out of or relating to Company's services or devices (including, without limitation, use or inability to use the Services), even if Company has been advised of the possibility of such damages. Without limiting the foregoing, under no circumstances shall Company's cumulative liability to Customer exceed the service charges paid by customer to Company for the Services during the six (6) months immediately preceding the event for which liability is claimed.

PERFORMANCE, SECURITY, AND PRIVACY

Your Internet Service performance may be affected by a number of factors outside our control, including: power outages; cable cuts; the particular websites, browser or device you use to access; capacity in the data networks beyond Company's network; or your devices connected to Internet Service.

The Company does not assume the responsibility to and does not actively monitor communications or data provided by or to users to or from outside sources on the Internet.

Accordingly, Company is not likely to be aware of any fraudulent, harmful, or illegal activity Customer may be exposed to using Internet Service. Customer is hereby warned that some sites accessible via the Internet Services allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, unlawful, incomplete, defamatory, harmful, or objectionable. The Company is not responsible for Customer's or user's inadvertent or deliberate access to such material and cannot prevent access of such materials.

Company's current Transparency Disclosures and Acceptable Use/DMCA/Privacy Policies can be found here: [Spear Broadband Account Page](#). The Company will cooperate with law enforcement authorities in the investigation of any suspected or alleged crime and will respond to any subpoena, court order or other legal process.

CUSTOMER DEFAULT

In the event Customer fails to pay the charges for any Services and Company attempts to collect an account in default, then in addition to any unpaid amounts Company may recover any collection agencies' fees. The application and interpretation of this Agreement shall be in accordance with the Laws of the State of Washington and any applicable Federal law. Venue and jurisdiction for any arbitration related to this Agreement shall be Vancouver, Washington.

NOTICES

Customer will provide Company with a current working email address, which Customer will monitor regularly and update in the case of changes. Billing, notices, and other communications to Customer will be by email only. Any notices by the Customer to the Company shall be by our web portal, email, or first class U.S. Mail in accordance with the addresses found here: [Contact Us \(spearbroadband.com\)](#).

DISPUTE RESOLUTION

Arbitration/Waiver of Class Actions. If either of us has an issue which cannot be resolved without third party intervention, you and we both agree to submit to binding arbitration before the American Arbitration Association. **This means that all disputes arising from or relating in any way to your services, Internet Service, equipment, or use of our websites, whether under these Terms & Conditions or not, will be resolved through arbitration, not in court or through judge or jury. Moreover, to the fullest extent allowed by law both of us agree to waive any rights to pursue a claim arising from or relating to these Terms & Conditions or the Internet Services as a class action; that is, you or we will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or entity.** The waivers in this section continue in force and effect after the termination of this Agreement.

SUSPENSION OR TERMINATION OF SERVICE

The Company, at its sole judgment, may immediately suspend or terminate a Customer's Services upon any breach of any of these Terms or other Company policies by Customer to maintain the integrity of the Spear Broadband network. Customer will remain responsible for any unpaid monthly charges or fees.

INDEMNIFICATION

You agree to defend, indemnify and hold the Company and our officers, directors, employees, and agents, harmless from any and all claims, losses or damages related to any action, in whole or in part, taken by You or any person using Your account, including but not limited to, any violation of these Terms, the AUP, or any state or federal law, and/or any disputes which result from or are related in any way to the content of information passing through Spear Broadband, LLC network or equipment or to your use of Company services, equipment, bundled software, or the Internet, including costs and attorney fees incurred by or assessed against the Company relating to any such actions.