



## **FIBER FAST RESIDENTIAL SERVICES AGREEMENT**

The terms of this agreement (the "Agreement") apply to your use of any of the Fiber Fast Homes, LLC services described in Section 1 below and the Fiber Fast Homes, LLC equipment described in Section 5 below (collectively, the "Services"). Fiber Fast Homes, LLC is a subsidiary of Boston Omaha Broadband and the Services described herein shall include Services provided by Fiber Fast Homes, LLC or any parent, affiliate, or subsidiary entity (collectively, "Fiber Fast Homes," "we," "us," or "our").

You (herein referred to as "You" or "Subscriber") accept this Agreement and agree to its terms by activating the Services, using the Services, continuing to use the Services after we provide notice of a change to this Agreement, or otherwise indicating your acceptance of the Services. You may not modify this Agreement by making any typed, handwritten, or other changes. In accepting this Agreement, you agree to abide by the terms and conditions, which are available online at <https://www.Fiber Fast Homes.com/terms-and-conditions> and which terms and conditions incorporate and include Fiber Fast Homes' the Acceptable Use Policy ("AUP"), the Privacy Policy, and any separate billing or use agreement entered into by Subscriber and Fiber Fast Homes, as such policies and agreements may be changed from time to time (collectively, the "Terms of Service"). Subscriber's use of the Services shall be an acknowledgment that Subscriber has read and agrees to the Terms of Service and agrees that anyone the Subscriber permits to use the Internet Service will abide by the Terms of Service.

Failure to comply with these Terms of Service may result in suspension or termination of Service by Fiber Fast Homes. IF SUBSCRIBER DOES NOT AGREE TO BE BOUND BY THESE TERMS, SUBSCRIBER SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES and contact us at [concierge@fiberfasthomes.com](mailto:concierge@fiberfasthomes.com) requesting account closure.

### **1. Covered Fiber Fast Homes Services**

The services covered by this Agreement include Fiber Fast Homes' Internet access service, regardless of speed Subscriber chooses, and any ancillary services Fiber Fast Homes may designate.

### **2. Terms of Service Subject to Change**

Fiber Fast Homes may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Fiber Fast Homes may notify Subscriber of any such changes by posting notice of such changes on its website at <https://www.Fiber Fast Homes.com> or sending notice via electronic mail or U.S. mail. The Subscriber's continued use of the Internet Service following notice of such change, modification, or amendment shall be deemed the Subscriber's acceptance of any such modification. Subscriber should consult Fiber Fast Homes's website at <https://www.Fiber Fast Homes.com/terms-and-conditions> to ensure Subscriber complies with the currently applicable Terms of Service.

### **3. Billing and Payments**

Unless Subscriber's Service is subject to a separate billing agreement, including but not limited to a bulk billing service agreement, Subscriber agrees to pay all charges associated with the Service. If the Subscriber is subject to such a separate billing agreement, the Services subject to that agreement will be billed and paid for as set forth therein. Any additional Services subscribed to will be billed and paid according to the terms set forth here.

Fiber Fast Homes will provide Subscriber with notice of applicable pricing at the time the order is placed, including information regarding any special pricing or discount arrangements applicable to Subscriber's Service. Fiber Fast Homes requires enrollment in its auto-pay program at sign up, which will authorize Fiber Fast Homes to draw a payment monthly from the credit, debit, or bank account Subscriber provides for as long as Subscriber continues to be a Fiber Fast Homes customer unless Subscriber unenrolls from the auto-pay program. If the Subscriber does not enroll in the auto-pay program, Fiber Fast Homes reserves the right to charge a late fee for any payments made beyond the invoice due date.

Fiber Fast Homes also charges a \$2.50 manual payment fee for any payments mailed in or requiring a Fiber Fast Homes Representative to process the payment on the customer's behalf. Fiber Fast Homes will provide Subscriber with advance notice of any price change or fees or any new prices or fees. However, if the fee change was outside Fiber Fast Homes' control (e.g., increased governmental imposed fees or taxes), Fiber Fast Homes may elect not to provide advance notice unless required by applicable law.

Subscribers are billed in advance for recurring fees and charges unless otherwise agreed to. Fiber Fast Homes' Services are provided either on a month-to-month basis or pursuant to a minimum term contract. If you receive Services under a minimum term contract, you will be charged the specified price for Services subject to the minimum term pricing for the duration of the minimum term contract, at the end of such minimum term, you will be charged the then-current standard charges for the Service received. Fiber Fast Homes does not offer partial months of service. If the Subscriber requests to terminate service before the end of the billing period, the Subscriber will continue to receive service through the end of the billing period. *Subscriber will not receive a refund for any unused portion of services.*

If the Subscriber receives services subject to promotional or discounted pricing, the Subscriber will be responsible for the standard regular charges upon the expiration of the specified promotional or discount period. Fiber Fast Homes does not



waive its right to collect the entire balance owed by accepting payments for less than the amount due. If the Subscriber pays any invoices late or fails to pay invoices, then Fiber Fast Homes reserves the right to assess a late fee of \$15.00. Any fees or charges for late or non-payments are not penalties but are considered liquidated damages to Fiber Fast Homes resulting from late or non-payments.

If Fiber Fast Homes uses a collection agency or attorney to collect money owed by Subscriber, then the Subscriber agrees to pay the reasonable collection costs. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs.

If Subscriber fails to pay the total amount due by the date due, Fiber Fast Homes reserves the right, in its sole discretion in accordance with applicable law, to suspend or terminate Subscriber's Service.

If Fiber Fast Homes receives a chargeback from Subscriber's credit/debit card issuer or with respect to any other payment method for any reason, Subscriber acknowledges that Fiber Fast Homes has the right to terminate services immediately.

**4. Access to Premises**

To provide you with Services, we may need to enter your premises. We may have our agents enter your premises on our behalf. You agree that we (or our agents) may enter your Premises at reasonable times to install, configure, maintain, repair, inspect, upgrade, replace, and remove the Services. By placing an order, you warrant either that you are the property owner, or that you have the authority to provide Fiber Fast Homes access to the premises.

Subscriber also warrants that Subscriber is at least 18 years of age and that Subscriber owns the premises or has received permission from the owner of the premises to make any changes to the premises needed to install the equipment and receive services.

Subscriber hereby grants Fiber Fast Homes permission to install, and releases Fiber Fast Homes from any liability related to damages that the landlord may claim as a result of an alleged violation of Subscriber's lease/rental agreement as it relates to the installation of facilities necessary to provide the Services requested. If, after the installation, the Owner, Landlord, HOA, or other party require the connection to be removed, the Subscriber agrees to pay an additional \$149 removal charge.

**5. Equipment**

Subject to applicable law, all equipment that Fiber Fast Homes installs in Subscriber's home, including cabling, wiring, any backup power supply, optical network units, wireless routers, etc., remains the property of Fiber Fast Homes. Subscriber acknowledges that they will use the Fiber Fast Homes equipment exclusively in connection with the Fiber Fast Homes' Service. Subscriber will not sell, lease, abandon, or give away the Fiber Fast Homes equipment. Subscriber acknowledges responsibility for any lost or damaged Fiber Fast Homes equipment, apart from normal wear and tear. Subscriber authorizes Fiber Fast Homes to charge any equipment not returned or damaged beyond normal wear and tear to Subscriber's account, and Subscriber authorizes any equipment replacement costs to be applied to any payment method on file for the Subscriber.

Subscriber Equipment includes any software, hardware, or services, including, for example, smart home accessories and devices, that Subscriber chooses to use in connection with the Services and which are not provided by Fiber Fast Homes (unless purchased by Subscriber from Fiber Fast Homes). Fiber Fast Homes is not responsible for the operation, maintenance, or functionality of any Customer Equipment Subscriber chooses to use in connection with the Services. Fiber Fast Homes does not provide technical assistance for any third-party hardware or software. However, you agree that we (or our agents) may access your Subscriber Equipment in order to configure, maintain, inspect, or upgrade it, as needed to set up, maintain, or upgrade Services.

**6. Security**

Subscriber understands and acknowledges that using the Internet Service to access the Internet or any other online network or service creates certain risks to Subscriber's Equipment. Any software, files, or data may be exposed to viruses or other harmful features or enable other Internet users to access Subscriber's Customer Equipment, software, files, or data. It is the Subscriber's sole responsibility to take appropriate security measures when using the Internet Service, including securing Subscriber's Equipment to prevent damage or unauthorized access by external threats such as viruses, spam, botnets, or any other malicious technologies or methods of intrusion. Fiber Fast Homes has no responsibility and assumes no liability for the protections Subscriber may, or may not, employ nor for any damages that may arise from accessing the Internet. Fiber Fast Homes has no obligation to monitor content; however, Subscriber agrees that Fiber Fast Homes has the right to monitor the Services (including but not limited to content and Subscriber Equipment as it may affect the Services from time to time) in accordance with the Terms of Service, the AUP, and the Privacy Policy.

For content residing on Fiber Fast Homes' servers, Fiber Fast Homes reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Fiber Fast Homes' possession about or related to the Subscriber, Subscriber's use of the Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of Fiber Fast Homes' network or Fiber Fast Homes' other Subscribers' information.

**7. Termination**

This Agreement will remain in effect from Service activation until this Agreement is terminated (by us or by you), as described below. This Agreement may also be terminated if it is replaced by a revised agreement.



If your Services are subject to a minimum term agreement, and you terminate all or any portion of the Services before the end of the term, an early termination fee will apply. (See the details of your minimum term agreement for specifications regarding the amount of the early termination fee.)

If your services are not subject to a minimum term agreement, you may terminate the Services and this Agreement at any time and for any reason. You must notify us that you want to terminate by contacting us at [conciierge@fiberfasthomes.com](mailto:conciierge@fiberfasthomes.com) or 866-334-2021. As explained above, termination occurs at the end of a monthly billing cycle.

Subject to applicable law, Fiber Fast Homes reserves the right to immediately terminate or suspend your Services without notice. We also reserve the right to remove from the Services any information stored or transmitted to any users (e.g., email). We may take these actions if we reasonably determine that your use of the Services: (a) violates this Agreement, any applicable policies, or any laws, rules, or regulations; (b) interferes with our ability to provide the Services to you or to others; or (c) interferes with or endangers the health or safety of our personnel or third parties, including if you threaten, harass, or use vulgar or inappropriate language toward our personnel. We have discretion in deciding whether and why to terminate or suspend Services. If we continue providing Services, this does not mean we have reviewed or approved any use of the Services, or any information transmitted through the Services.

8. **Limited Warranty**

To the extent permitted by law, the Services are provided “as is” and without warranty of any kind, either express or implied. Neither we nor any of our service providers, affiliates, suppliers, employees, agents, contractors, distributors, licensors, or business partners (or their respective officers, directors, employees, agents, contractors, or representatives) (collectively, the “Released Entities”) warrant that any communications will be transmitted in uncorrupted form, or that the Services will meet your requirements, provide uninterrupted use, or operate as required, without delay, or without error. All representations and warranties of any kind, express or implied, including, but not limited to, any warranties of performance, non-infringement, fitness for a particular purpose, or merchantability, are hereby disclaimed and excluded, unless otherwise prohibited or restricted by applicable law.

9. **Indemnification**

You agree to defend, indemnify, and hold us and each Released Entity harmless from and against any damages, losses, or expenses (including, without limitation, reasonable attorneys’ fees and costs) incurred in connection with any claims, suits, judgments, and causes of action arising out of (a) your use of the Services or Subscriber Equipment; (b) your actual or alleged violation of applicable law; (c) your failure to notify us of a change in or the inaccuracy of the information you provided; and (d) your breach of this Agreement or any applicable policies. Your indemnification obligations will survive any termination of this Agreement.

10. **Our Intellectual Property Rights**

All Services, information, documents, materials, firmware, and software we provide are protected by trademark, copyright, patent, and other intellectual property laws and international treaty provisions. You are granted a revocable license to use our firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You have no other license to use firmware or software embedded in or used to provide the Services. You must not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or the software.

All of our and our affiliates’ websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “Marks”) are and will remain our and our affiliates’ exclusive property. Nothing in this Agreement grants you the right to use any of the Marks.

11. **Consent to Communications from Fiber Fast Homes**

You agree that Fiber Fast Homes, or third parties acting on Fiber Fast Homes’ behalf, may call, text or email you at any telephone number or email address that you provide to Fiber Fast Homes, and may do so for any purpose relating to your account and/or the Services to which you subscribe. You expressly consent to receive such calls, texts and emails and agree that these calls, texts and emails are not unsolicited. You understand and acknowledge that these calls and texts may entail the use of an automatic telephone dialing system and/or artificial or prerecorded messages. If you do not wish to receive these calls and texts, you may contact us to change your communications preferences. You understand and acknowledge that this is the exclusive means of opting out of such communications. You may not opt out of receiving certain communications pertaining to your account, including but not limited to communications regarding emergencies, fraud or other violations of law, security issues, and harm caused to the network. Message frequency depends upon your activity with your Services. Message and/or data rates may apply.

12. **Retention of Rights**

Fiber Fast Homes may decide not to enforce its rights or exercise a remedy under this Agreement in a specific instance. This will not be a waiver of Fiber Fast Homes’ right or remedies. Nothing contained in this Agreement limits Fiber Fast Homes’ rights and remedies available at law or in equity. If this Agreement terminates, Fiber Fast Homes reserves the right to delete all of your data, files, electronic messages, user account names, email addresses, IP addresses, websites, or other information that are stored and/or used with the Services. Fiber Fast Homes will not be liable for the loss of any such data or information.

13. **Entire Agreement**



This Agreement, and the Terms of Service (and any other documents incorporated by reference herein) constitute the entire agreement and understanding between Subscriber and Fiber Fast Homes with respect to the terms and conditions that govern the Services provided by Fiber Fast Homes to Subscriber. If any portion of this Agreement, or the Terms of Service (and any other documents incorporated by reference herein) is held to be unenforceable, the remainder of the provisions shall remain in full force and effect.



**Fiber Fast Homes Residential Service Agreement  
Month to Month Service**

\_\_\_\_\_ (“Subscriber”) and Fiber Fast Homes here by agree to the terms of the Residential Service Agreement set forth above, and Subscriber seeks to enter into this Agreement to contract for month-to-month Service as follows:

- The date of installation is the date that Fiber Fast Homes’ services become active at the customer’s service location.
- The term of this Service will be month to month recurring.
- Activation/Installation Fees: **\$00.00**
- The activation/installation fees are non-refundable once service has been established.
- This Fiber Fast Homes Month to Month Agreement is based on the service currently available at the time of signing, any upgrades or downgrades are allowed with no alteration to the term of this contract at current prices at the time of the request. At the end of the term if the Service Plan Increases/Decreases, the per month cost will also Increase/Decrease pursuant to the current Service Plan rates at the time of the increase/Decrease.
- Any equipment installed at the service location is the property of Fiber Fast Homes, LLC. and Subscriber agrees to return and or allow for a service technician to remove equipment upon termination of service with no delays.
- Subscriber understands that in order to cancel service, a request must be received via phone 1-866-334-2021 or email [conciierge@fiberfasthomes.com](mailto:conciierge@fiberfasthomes.com) prior to the start of the new billing period.
- Internet plans may not be available in all areas. Service requires auto-pay via credit or debit card. Speeds and Latency are not guaranteed. Speed may vary by location.
- Service degradation may be caused by interference, we recommend renting one of our company issued routers.
- Subscriber agrees to receive the following service at the following rates:
  - Service level: \_\_\_\_\_
  - Beginning Monthly Rate: \_\_\_\_\_

Subscriber agrees to the terms and conditions, and the residential service agreement as stipulated.

Subscriber’s Name: \_\_\_\_\_

Subscriber’s Signature: \_\_\_\_\_



Date: \_\_\_\_\_