

**NATIONAL VOICE & DATA, LLC D.B.A. REALLYFAST.NET  
BROADBAND SERVICES SUBSCRIBER AGREEMENT**

**TERMS OF SERVICE**

Welcome to REALLYFAST.NET!

BY ACTIVATING OR USING ANY REALLYFAST.NET SERVICE (INCLUDING BROADBAND INTERNET ACCESS, VOIP TELEPHONE SERVICES) OR ANY REALLYFAST.NET EQUIPMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND POLICIES, INCLUDING THE ACCEPTABLE USE POLICY. PLEASE READ THESE TERMS AND CONDITIONS AND POLICIES CAREFULLY AS THEY, AMONG OTHER THINGS, ESTABLISH YOUR LIABILITY FOR THE EQUIPMENT (Sec. 4), REQUIRE TERM COMMITMENTS (Sec. 23), IMPOSE EARLY CANCELLATION FEES (Sec. 23), AND REQUIRE MANDATORY ARBITRATION OF DISPUTES (Sec. 33).

This is your agreement (this “Agreement”) with REALLYFAST.NET and its affiliates (together “we” or “us”) for the provision of Internet access and/or other broadband services, including Voice over Internet Protocol (“VoIP”) (collectively, the “Services”) in accordance with the order form submitted by you to REALLYFAST.NET (the “Order Form”). The person or entity that subscribes to any REALLYFAST.NET Service is referred to herein as “you” or “yours,” and includes any person or entity that uses the Services and/or the Equipment provided to you under this Agreement. In this Agreement, any REALLYFAST.NET Service or Services to which you have subscribed are referred to as the “Service.” This Agreement includes the Terms of Service set forth below (the “Terms”), the Order Form, REALLYFAST.NET’s Acceptable Use Policy (“AUP”), REALLYFAST.NET’s VoIP Terms of Service (including VoIP Service Disclaimer), REALLYFAST.NET’s Service Level Agreement (“SLA”), and such other policies as REALLYFAST.NET may adopt (collectively, “Policies”), each as they may be amended from time to time and as may be posted from time to time at [www.reallyfast.net](http://www.reallyfast.net). Revisions and amendments to the Agreement are effective immediately upon publication by REALLYFAST.NET. Additional terms, restrictions, and limitations may be set forth in authorized service plan descriptions provided to you by REALLYFAST.NET and/or by our partners (each, a “Service Plan”), and all such terms, restrictions, and limitations are incorporated herein by reference and are binding upon you. If any Services are subject to any tariffs filed by REALLYFAST.NET (“Tariffs”), then you agree that such Services will also be governed by the terms of any such Tariffs, which constitute part of this Agreement. In the event of conflict, except as otherwise expressly stated in any of the foregoing, the Terms shall control. By initiating Service, providing a written or electronic signature or otherwise so indicating electronically, you will have accepted this Agreement. **You acknowledge that you have read and understood, and you agree to, the terms and conditions of this Agreement and each of its constituent parts, and you represent that you are of legal age to enter the Agreement and become bound by its terms. This Agreement governs both the Service and any Equipment (as**

**defined below) used in conjunction with the Service. The Agreement applies to you and to anyone who uses the Services or Equipment sold or rented to you, including your guests.**

**1. Service and Invoices.** You agree to purchase and pay for any Service(s) that you have selected in the Order Form, which will be binding on you if signed with a written or electronic signature delivered to REALLYFAST.NET or its agent, or if you electronically accept the terms of the Order Form, or by your activation or use of the Service through equipment provided to you by REALLYFAST.NET (the “Equipment,” as defined in Section 4 below). The Order Form specifies the fees and charges that you will pay for each Service and for Equipment during the Initial Term (as defined in Section 21 below) and any Renewal Terms. The charges and fees for Services are categorized on the Order Form as: (a) monthly recurring charges; (b) non-recurring or one-time charges; (c) usage charges, and (d) equipment charges. Monthly recurring charges will be billed monthly; non-recurring or one-time charges will be billed as they are incurred; usage charges will be billed based on your actual usage and Rates per the Order Form and/or the associated rate schedule published on the REALLYFAST.NET website ([www.reallyfast.net](http://www.reallyfast.net)). Equipment charges will be billed upon your receipt of actual equipment from REALLYFAST.NET. In addition, REALLYFAST.NET may bill you for other legally applicable charges, including but not limited to Federal and State Universal Service Fund (USF), E911 fees, the Telecommunications Relay Service (TRS) fund, Local Number Portability (LNP) Administration fees and other applicable taxes and fees. The charges for REALLYFAST.NET Services, not including taxes and regulatory charges, are referred to as the “Rate(s).” The Rates described on the Order Form will vary depending on your Initial Term commitment and may be modified by REALLYFAST.NET at any time. Upon accepting your Order Form (which will occur only upon signature of the Order Form by REALLYFAST.NET, which may include an electronic signature or click-through acceptance of the Order Form by you), REALLYFAST.NET will bill you for Equipment, installation fees, activation fees, and a prorated fee for the first month of Service (if applicable), and will bill you (or notify you of charges to be applied to your Card) in advance thereafter for recurring monthly charges, as specified on the Order Form. In addition to the Rate(s) for any Service, you will be responsible for all applicable federal, state, and local taxes, surcharges and fees applicable to the Services. You agree to pay all of the charges and fees set forth in the Order Form when due. Unless otherwise agreed in writing between you and REALLYFAST.NET, REALLYFAST.NET will bill you for all charges relating to the Equipment or the Services by charging the credit, debit or check card (“Card”) account you provided to and accepted by REALLYFAST.NET. You will promptly notify REALLYFAST.NET of any changes to any your Card account, or in the event that you decide to terminate or change Card accounts. You agree that the charges and fees for any Service may be modified by REALLYFAST.NET in its sole discretion upon thirty (30) days written notice to you, including notice by electronic mail. Your use of the Services for more than twenty days after notice of any modified charges constitutes your agreement to accept the modified charges. Charges not honored by your Card issuer will

be considered delinquent, and you may be charged a late fee and/or a rebilling fee on the unpaid balance, based on the amount of the late payment multiplied by the lesser of one and one-half percent (1-1/2%) per month or the highest rate allowed by law. You will remain responsible for all charges not honored by your Card issuer. Delinquent accounts are subject to immediate suspension or termination of Service at the sole discretion of REALLYFAST.NET. In the event of such suspension or termination, all charges (including Early Termination Fees) will become immediately due and owing together with any costs of collection incurred by REALLYFAST.NET, including attorneys' fees, and REALLYFAST.NET will be at liberty to pursue all rights and remedies it may have at law or in equity. REALLYFAST.NET will attempt to notify you in advance of suspension, termination, and collection actions, but is not required to make contact prior to taking such actions. To reestablish Service suspended or terminated for delinquency, you must pay all past due amounts in full and you may be charged an activation fee and may be required to prepay fees.

**2. ReallyFast.Net Internet Service Terms.** Internet speeds are burstable to the speed of the available Internet capacity of the location. Dedicated bandwidth and burstable capacity is referenced in the Order Form included in this Agreement. Dedicated speeds can be verified via the speed test tool at <http://portal.reallyfast.net>. Burstable speeds are not guaranteed. Overage fees are determined by the amount of utilization over the Usage Capacity listed on the Order Form. Overage fees are billed on a per block basis. The cost per block is referenced on the Order Form. Each block contains 150 Gb or 153600 Mb of monthly traffic.

**3. Billing Disputes.** You must notify REALLYFAST.NET in writing within seven (7) days after receiving your Card statement if you dispute any REALLYFAST.NET charges on that statement or such dispute will be deemed waived. You may only dispute charges that you believe are the result of a billing error or a problem relating to the Service. REALLYFAST.NET shall resolve all billing disputes in its sole discretion. If REALLYFAST.NET determines that a disputed charge was billed in error, REALLYFAST.NET will issue a credit to reverse the amount that was incorrectly billed. If REALLYFAST.NET determines that the disputed amount was billed correctly, REALLYFAST.NET will inform you of that determination and provide you with a corrected bill.

**4. Payment.** REALLYFAST.NET may terminate your Service at any time in its sole discretion, if any charge to your Card on file with REALLYFAST.NET is declined or reversed, your Card expires and you have not provided REALLYFAST.NET with a valid replacement Card, or in case of any other non-payment of account charges. If REALLYFAST.NET terminates your Service for declined, canceled or expired Card, reversed charges or non-payment, you are still fully liable to REALLYFAST.NET for all charges accrued before termination, including charges related to the provision of Equipment, and for all costs incurred by REALLYFAST.NET in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

**5. Equipment Provided - Purchase.** As specified on your Order Form, REALLYFAST.NET will sell to you, and you will purchase from REALLYFAST.NET, a subscriber unit and related cabling (collectively the “Equipment”). REALLYFAST.NET warrants that all Equipment purchased from REALLYFAST.NET will be substantially free from defects in material and workmanship under normal use in compliance with REALLYFAST.NET’s instructions from the date you receive the Equipment until the earlier to occur of (a) expiration of the Initial Term (as defined in Section 22 of this Agreement), or (b) expiration of the Equipment manufacturer’s warranty. All or part of the Equipment may be reconditioned or refurbished, but all Equipment will be warranted as provided in this Agreement. This warranty excludes any damage resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with any Equipment instructions published by REALLYFAST.NET or available at [www.reallyfast.net](http://www.reallyfast.net), or actual or attempted alteration of or additions to the Products not approved by REALLYFAST.NET, all as determined in the sole discretion of REALLYFAST.NET. REALLYFAST.NET shall have the sole discretion to determine whether to repair or replace any Equipment. Repair or replacement of the Equipment is REALLYFAST.NET’s only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. This warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. You may not sell or otherwise transfer the Equipment to anyone without REALLYFAST.NET’s prior written consent. If you sell or otherwise transfer the Equipment, any warranties will automatically and immediately terminate. Any repair, upgrade, or replacement of the Equipment following one (1) year after activation of Service, resulting from defects in the Equipment or from any other cause, will be your responsibility.

**6. Equipment Provided – Rental.** If you rent any Equipment from REALLYFAST.NET, as specified on your Order Form, REALLYFAST.NET will retain title to and ownership of such Equipment at all times. You must return all rented Equipment in good working order to REALLYFAST.NET upon the termination of the Agreement or upon the request of REALLYFAST.NET. Failure to return the rented Equipment to REALLYFAST.NET in good working order upon request will result in a charge to the Card account that you have provided, for an amount equal to the replacement value of the Equipment. REALLYFAST.NET may periodically replace, upgrade, repaint, or otherwise modify any rented Equipment, and will repair or replace (as REALLYFAST.NET deems appropriate in its sole discretion) any properly maintained rented Equipment that fails to operate as required for the delivery of Services. You may not modify any rented Equipment in any way.

**7. Installation.** As necessary, REALLYFAST.NET or its authorized contractor may install the Equipment at your location (the “Premises”) for the installation charges noted on your Order Form. In addition, the provision of Service to your Premises may require additional antennas, equipment, or installation activities beyond those specified in your Order Form. In the event that such additional equipment or installation activities are

required, and you elect to accept Service despite the need for such additional equipment or installation activities, you will be responsible for all applicable additional charges. If you purchase additional Equipment from REALLYFAST.NET, such as additional connection cabling, you may request REALLYFAST.NET or its authorized contractor to install such Equipment at the Premises as specified in the Order Form, or you may provide for your own installation. REALLYFAST.NET warrants that any installations performed by REALLYFAST.NET will be free from defects in material and workmanship for a period of one (1) year from the date of the installation. This warranty excludes any damage resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with Equipment manuals or other documentation, or actual or attempted alteration of or additions to the Products not approved by REALLYFAST.NET, all as determined in the sole discretion of REALLYFAST.NET. By authorizing installation, you represent and warrant to REALLYFAST.NET that you either own the Premises or have received permission from the owner of the Premises to make any changes to the Premises or outside the Premises necessary to install the Equipment and receive the Service. Further, you represent and warrant that the installation of the Equipment at the Premises will not violate any rules, restrictions or agreements applicable to the Premises. You acknowledge that the installation representative may refuse to perform any custom installation work, or may require inside or external wiring to complete Service delivery at additional hourly or other charges. In the event you fail to keep an installation appointment or the Premises are not prepared to accept installation of the Equipment and Service, REALLYFAST.NET may charge you a fee to recover any costs associated with an additional installation appointment. REALLYFAST.NET will not be liable for any alterations or damage to the Premises that result from the installation, use, or removal of the Equipment, including, but not limited to, holes in walls or ceilings, or cable wiring, and will not be responsible for removing any of the Equipment or any costs related to the removal of the Equipment at the end of the Term for any reason. You agree to indemnify REALLYFAST.NET from any claims or liabilities associated with REALLYFAST.NET's installation and/or removal of Equipment, including, but not limited to, claims by any owner of the Premises.

**8. REALLYFAST.NET's Responsibilities.** In the event that you request a professional installation from REALLYFAST.NET, REALLYFAST.NET will install the Equipment as provided above, and verify service. REALLYFAST.NET will not maintain or in any way be responsible for any software, cables, or hardware attached to the Equipment or in any way related or unrelated to the use of Service, including your internal network. REALLYFAST.NET will provide customer care support during its standard business hours for performance and operational issues related to the REALLYFAST.NET network. Please contact REALLYFAST.NET Customer Care as set forth at [www.reallyfast.net](http://www.reallyfast.net).

**9. Your Responsibilities.** If needed, you are responsible for providing access to the Premises as scheduled with REALLYFAST.NET for the appropriate preparation and maintenance of the Premises to allow for proper installation, maintenance, and other

activities of REALLYFAST.NET in connection with the Equipment and Service. You are responsible for ensuring that your video, computer or telephone equipment has the minimum hardware and operating system requirements necessary to use the Equipment and Service. You are responsible for integrating and troubleshooting your local area network and internal network, as necessary. REALLYFAST.NET will not be responsible for any loss of use of any Service or degradation in performance resulting from your use of incompatible equipment or for any damage to any additional equipment you connect to the Equipment. In accessing the Service, you will utilize the troubleshooting guides and user information provided by REALLYFAST.NET or available at [www.reallyfast.net](http://www.reallyfast.net) prior to contacting REALLYFAST.NET Customer Care. REALLYFAST.NET Customer Care will troubleshoot and support you on Service and Equipment issues pertaining to the REALLYFAST.NET network and Service only, and reserves the right to determine that a problem or issue is your responsibility. In the event that you request a service call to your Premises and REALLYFAST.NET determines that the problem is your responsibility, REALLYFAST.NET reserves the right to charge your Card for the cost of the service call.

**10. Credits.** REALLYFAST.NET's policies concerning Service interruptions and outages are described in REALLYFAST.NET's Service Level Agreement ("SLA"), which can be found on our website, [www.reallyfast.net](http://www.reallyfast.net). In some cases, if the Service is cancelled based on a Chronic Outage (as defined in the SLA), you may cancel the Service without incurring an Early Termination Fee, and be awarded a credit, as set forth in the SLA.

**11. Intended Use of the Service.** You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without REALLYFAST.NET's prior written consent. You will not use the Service in a manner prohibited by any federal, state, or local law or regulation, and will abide by REALLYFAST.NET's AUP, which sets forth additional rules that govern your activity in connection with REALLYFAST.NET's broadband Services. Without limiting the foregoing, you may not use the Equipment or Service, or allow the Equipment or Service to be used, for any abusive purpose or in any way that damages REALLYFAST.NET's property or interferes with or disrupts REALLYFAST.NET's network or other users.

**12. Privacy; Monitoring the Service.** REALLYFAST.NET is under no obligation to monitor the Service, but REALLYFAST.NET may do so from time to time. You agree that REALLYFAST.NET may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect REALLYFAST.NET's property or legal interests and those of its subscribers, or to ensure your compliance with this Agreement and/or REALLYFAST.NET Policies. Please see REALLYFAST.NET's Privacy Policy at [www.REALLYFAST.NET.net](http://www.REALLYFAST.NET.net).

**13. Use of Service and Equipment Outside the United States.**

REALLYFAST.NET may support the use of its Equipment and Service by customers located in other countries. If your or any user's removal of the Equipment from the United States violates any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless REALLYFAST.NET against any and all liability for such violation.

**14. Loss of Service Due to Power Failure.** You acknowledge that the Service does not function in the event of power failure. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service.

**15. Copyright / Trademark / Firmware / Software.** The Service and Equipment and any firmware or software used to provide the Service, or embedded in the Equipment, or used in connection with the Services, and all Services, information, documents and materials delivered to you by REALLYFAST.NET or located on REALLYFAST.NET's website are protected by trademark, copyright or other intellectual property laws. All names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of REALLYFAST.NET are and shall remain the exclusive property of REALLYFAST.NET and nothing in the Agreement grants you the right or license to use any of such Marks. You acknowledge that you are not given any license to use any firmware or software under this Agreement. You agree that the Equipment is exclusively for use in connection with the Service. You shall not use the Service except by means of the Equipment. If you decide to use the Service using equipment not provided by REALLYFAST.NET, you represent and warrant that you possess all required rights, including software and/or firmware licenses, to use that equipment with the Service and you agree to indemnify and hold harmless REALLYFAST.NET against any and all liability arising out of your use of such equipment with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**16. Tampering with the Equipment or Service.** You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from REALLYFAST.NET in each instance which REALLYFAST.NET may deny in its sole discretion.

**17. Theft of Equipment or Service.** You agree to notify REALLYFAST.NET immediately, in writing or by calling the REALLYFAST.NET customer support line, if the Equipment is stolen or if you become aware at any time that your Service is being stolen or fraudulently used.

**18. Service Distinctions.** You acknowledge that the REALLYFAST.NET's VoIP Service is not a telephone service. Important distinctions exist between telephone service and the enhanced Service offering provided by REALLYFAST.NET, which is subject to different regulatory treatment than telephone service. This treatment may limit or

otherwise affect your rights of redress before federal, state or local telecommunications regulatory agencies. These distinctions and your obligations with respect to VoIP Service are described in the REALLYFAST.NET VoIP Terms of Service (located below), which is part of this Agreement. You must read and agree to the terms of the REALLYFAST.NET VoIP Terms of Service prior to receiving REALLYFAST.NET's VoIP Service.

**19. Back Up.** You acknowledge that the installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer equipment and/or loss of software, files, data, or peripherals. You acknowledge that you are solely responsible for backing up all existing computer files by copying them to another storage medium prior to installation, maintenance, repair, or removal of the Equipment. Neither REALLYFAST.NET nor its subcontractors or equipment vendors will be liable for any loss of data or damage to hardware, software, or your Premises that occurs during installation of any Equipment or that results from any service performed on your computer in support of your Service.

**20. Network Address Ownership.** The internet protocol ("IP") addresses that REALLYFAST.NET assigns to you, including static IP addresses, are considered loaned to you, and not transferred or sold to you. You have no ownership or proprietary interest in such IP addresses. Such IP addresses will revert back to REALLYFAST.NET upon the termination of your Service for any reason, or earlier if such change in IP address is reasonably necessary in the conduct of REALLYFAST.NET's business. You shall not assign to any other person the IP address assigned to you. You shall not program any other IP address into the Equipment.

**21. Credit Reporting Agencies.** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. Upon receipt of adverse credit information about you at any time, REALLYFAST.NET reserves the right to suspend or terminate Service to you or require a deposit for Service, at our option.

**22. Termination/Early Termination Fee.** For each Service, the initial term commitment will begin one business day after the date the Service is first installed and made available to you. You shall maintain Service for the duration of any minimum term (the "Initial Term") as set forth on the Order Form. After any Initial Term, Service will automatically renew for additional consecutive one-year periods (each a "Renewal Term"), unless terminated as provided in these Terms. You may terminate the Service at the end of the Initial Term or at the end of any Renewal Term, by contacting REALLYFAST.NET's Customer Care department as set forth at [www.reallyfast.net](http://www.reallyfast.net) and giving notice of termination at least thirty (30) days in advance of the next scheduled renewal date. If you terminate your Service for any reason or your Service is terminated by REALLYFAST.NET for any violation of the Agreement prior to the end of the Initial Term, you will be liable for an early termination fee equal to 100% of the monthly



recurring charge for the Service multiplied by the number of months remaining in the Initial Term, plus any waived installation charges and discounts from the standard monthly Rate(s) for the terminated Service multiplied by the number of months during which the waived charges and/or discounts were applied (the “Early Termination Fee”). You agree that the Early Termination Fee is a fair and reasonable estimate of damages incurred by REALLYFAST.NET based on termination of this Agreement prior to expiration of the Initial Term, that actual damages would be difficult to determine, and that the Early Termination Fee is not a penalty. Any Early Termination Fee assessed by REALLYFAST.NET is due and payable within 30 days after we receive notice of termination of the Service(s) and immediately upon receipt of REALLYFAST.NET’s last invoice. Upon termination of this Agreement, unless you purchased the Equipment as provided above, you will be responsible for the costs and risks associated with returning the Equipment to REALLYFAST.NET. You must return the rented Equipment to REALLYFAST.NET in good working order, reasonable wear and tear excepted, in accordance with REALLYFAST.NET’s return policy set forth at [www.reallyfast.net](http://www.reallyfast.net). If you do not immediately return the Equipment in good working order, REALLYFAST.NET may charge your Card account for the value of the Equipment specified on the Order Form.

**23. Upgrades and Downgrades.** “Upgrade” means a change to your existing Service, agreed to by REALLYFAST.NET, that will result in an increase in your monthly recurring charges and/or non-recurring charges, equipment charges or one-time charges. If you Upgrade the Service, an Early Termination Fee will not be assessed for termination of the Upgraded Service(s). However, you will be required to purchase the Upgrade for an Initial Term commitment extending at least to the end of the existing Initial or Renewal Term. “Downgrade” means a change to your existing Service, or a partial disconnect, agreed to by REALLYFAST.NET, that results in a decrease in your monthly recurring charges. If you Downgrade the Service(s) before expiration of the Initial Term, and the Downgrade results in more than a 15% decrease in the monthly recurring charge for the Downgraded Service(s), REALLYFAST.NET, in its sole discretion, may charge you an Early Termination Fee. You will provide REALLYFAST.NET with at least 30 days written notice of any Downgrade. Any Downgrade will have an Initial Term that extends at least to the end of the existing Initial or Renewal Term for the Downgraded Service(s).

**24. Termination/Discontinuance of Service.** REALLYFAST.NET reserves the right to suspend or discontinue providing any Service generally, or to terminate your Service, at any time in its sole discretion. If REALLYFAST.NET discontinues providing any Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges and fees accrued through the date of termination, including a pro-rated portion of the final month’s charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement or any REALLYFAST.NET Policy (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate the REALLYFAST.NET AUP or the policies of a third party provider to which REALLYFAST.NET is subject),

you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus the Early Termination Fee set forth in these Terms, all of which immediately become due and payable.

**25. DISCLAIMER OF LIABILITY.** (A) EXCEPT AS SET FORTH IN SECTION 5, THE SERVICE AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY REALLYFAST.NET EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY REALLYFAST.NET. NEITHER REALLYFAST.NET NOR ITS AFFILIATES OR SUPPLIERS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. WITHOUT LIMITING THE FOREGOING, THE QUALITY OF THE SERVICE MAY BE AFFECTED BY CONDITIONS WITHIN OR BEYOND OUR CONTROL, INCLUDING ATMOSPHERIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS, OVERALL NETWORK USAGE LEVELS, NETWORK SIGNAL QUALITY, USER AND THIRD PARTY EQUIPMENT PERFORMANCE, INTERNET TRAFFIC LEVELS, AND OTHER FACTORS. REALLYFAST.NET WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OUTSIDE REALLYFAST.NET'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY FLOOD, FIRE, ACCIDENT, EMBARGO OR OTHER GOVERNMENTAL ACT OR DIRECTIVE, ABSENCE OF GOVERNMENTAL APPROVAL OR CONSENT, DELAY OR DEFECT IN DELIVERY BY SUPPLIERS, TRANSPORTATION DELAY OR UNAVAILABILITY, RIOT, WAR, ACT OF TERRORISM OR OF THE PUBLIC ENEMY, POWER OUTAGE, LABOR DISPUTE OR SHORTAGE, THIRD PARTY NETWORK PROBLEMS, ACTS OR OMISSIONS OF UNDERLYING CARRIERS OR OTHER THIRD PARTIES, OR ACTS OF GOD. SERVICES ARE ONLY AVAILABLE WITHIN THE COVERAGE AREA OF THE REALLYFAST.NET NETWORK, WHICH IS SUBJECT TO CHANGE. YOU ACKNOWLEDGE THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, EQUIPMENT MODIFICATIONS OR UPGRADES, AND FOR OTHER REASONS WITHIN AND WITHOUT THE DIRECT CONTROL OF REALLYFAST.NET. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICE FOR THE RECONSTRUCTION OF ANY LOST DATA OR FILES.

ALTHOUGH SECURITY MEASURES ARE EMPLOYED, REALLYFAST.NET CANNOT GUARANTEE THE SECURITY OF DATA TRANSMISSION OR STORAGE, OR THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE DETECTED OR REMEDIATED BY THE SERVICE.

(B) NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER REALLYFAST.NET NOR ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO IT HEREUNDER DURING THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, PRODUCTS, OR RIGHTS, (III) FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET, (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OR (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OF YOUR DATA OR ANY END USER'S DATA. THESE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER BASIS, AND APPLY WHETHER OR NOT REALLYFAST.NET WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR IF YOU HAVE ANY OTHER DISPUTE WITH REALLYFAST.NET, OR CLAIM AGAINST REALLYFAST.NET, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

**26. Privacy.** REALLYFAST.NET Service utilizes, in whole or in part, the public Internet and third party networks. REALLYFAST.NET is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to the REALLYFAST.NET Privacy Policy below for additional information.

**27. Place of Primary Use.** In order to determine which jurisdiction's taxes and other assessments to collect, federal law may require REALLYFAST.NET to obtain your Place of Primary Use ("PPU"), which must be your residential street address (if the Service is primarily for personal use) or your business street address (if the Service is primarily for business use). This address must be within the coverage area for the Service. You agree that the street address listed on your Service Order is your PPU. You agree to notify REALLYFAST.NET of any change to your PPU.

**28. Complaint Resolution/Notices.** In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact REALLYFAST.NET Customer Care at National Voice & Data, LLC, 4740 44<sup>th</sup> Avenue

SW, Suite 201, Seattle, WA 98116 (U.S. Mail), 1-855-345-FAST (tel.), or support@reallyfast.net (email). Written notices to you will be effective three (3) days following the date deposited in the U.S. Mail addressed to your address as kept in our files, or the date on which any REALLYFAST.NET email is sent to your email account on file at REALLYFAST.NET. You are responsible for notifying us of any changes in your address. Written notice to REALLYFAST.NET will be effective when directed to REALLYFAST.NET's Customer Care Department and received at the address set forth at [www.reallyfast.net](http://www.reallyfast.net). Notices must be in writing to be effective. Notices sent by email to the appropriate email address shall constitute written notice.

**29. Amendments.** Subject to applicable law, REALLYFAST.NET may in its sole discretion amend any of the Terms, the AUP, the VoIP Terms and Conditions, any REALLYFAST.NET Policy, your Service Plan, the SLA, or any other provision included in this Agreement. REALLYFAST.NET will provide notice to you – by U.S. Mail, by E-mail or by posting the modification on the REALLYFAST.NET website ([www.reallyfast.net](http://www.reallyfast.net)) – of any material modification to this Agreement. If you do not agree to a modification that is materially disadvantageous to you, you may terminate the Agreement within twenty (20) days of the date we send our notice, and you will not be charged any Early Termination Fee. If you use the Service or make any payment to us after we mail or publish notice of a material modification, and do not provide termination notice to us within the specified time period, you agree to that change, retroactive to the announced effective date of the modification. REALLYFAST.NET may revise any Policy at any time, and such revisions will be effective immediately upon posting on REALLYFAST.NET's website, or providing written notice to you.

**30. Indemnification.** You will defend, indemnify, and hold REALLYFAST.NET and its directors, officers, employees, agents, affiliates, and shareholders and any other service provider or supplier (collectively, the "REALLYFAST.NET Parties") harmless against any and all claims, losses, damages, and liabilities sustained by the REALLYFAST.NET Parties resulting from, arising out of the Agreement, the Services, any breach or non-fulfillment of any representation, warranty, or covenant set forth in the Agreement or from your use of the Equipment or the Service. You also agree to pay REALLYFAST.NET's reasonable attorneys' and expert witness fees and costs incurred in enforcing the Agreement, including any such fees incurred in connection with any appeal. This paragraph will survive termination of the Agreement for any reason.

**31. Assignment and Successors in Interest.** This Agreement, including all of its terms and conditions, is binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of each party. Except as specifically stated herein, neither the Agreement nor any of your or REALLYFAST.NET's rights, interests, or obligations may be assigned or delegated by you without the prior written consent of REALLYFAST.NET. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, REALLYFAST.NET may assign or otherwise transfer its rights and obligations under the Agreement without restriction.

**32. Entire Agreement/Severability.** This Agreement, including the Order Form, the Terms, the AUP, the REALLYFAST.NET VoIP Terms of Service, your Service Plan, the SLA, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and Equipment and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

**33. ARBITRATION.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THE AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO REALLYFAST.NET UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) THEN IN EFFECT. THE PLACE FOR ARBITRATION WILL BE KING COUNTY, WASHINGTON, UNLESS THAT LOCATION IS PROHIBITED BY LAW, IN WHICH CASE THE ARBITRATOR SHALL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. AT THE CONCLUSION OF ANY ARBITRATION AS SET FORTH IN THIS SECTION 33, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY’S FEES AND COSTS FROM THE LOSING PARTY, UNLESS OTHERWISE REQUIRED BY LAW. THIS DUTY TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY REALLYFAST.NET. THE ARBITRATOR SHALL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICES. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND REALLYFAST.NET AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED.

## **REALLYFAST.NET PRIVACY POLICY**

### **Privacy Policy**

REALLYFAST.NET is committed to protecting your privacy. Please read this privacy policy statement carefully so that you understand what kinds of information we may gather about you, how we may use that information, whether we may disclose it to anyone, and the choices you have regarding our use of the information and your ability to correct the information. We will not trade, sell, or disclose to any third party any form of personally identifiable information without your consent, including information derived from registration, subscription, and use of the REALLYFAST.NET Service, except as stated below. This policy applies only to REALLYFAST.NET, and not to other companies' or organizations' Web sites to which we link.

### **The Information We Collect**

The information REALLYFAST.NET gathers generally falls into three categories: (1) personal, business, and demographic information you supply that we use primarily for evaluating applicants and conducting market research, (2) information you supply when you register or initiate transactions, and (3) tracking information gathered as you navigate online. Some of this information identifies a particular person, but much of it does not. Third-party providers, whose sites are featured on and accessed via our site, may gather information as well.

When you interact with REALLYFAST.NET, when applying for Service, for example, we may request some or all of the following information:

- Contact information (e.g., name, address, telephone number, and e-mail address)
- Credit card, debit card or check card and REALLYFAST.NET account number
- Driver's license
- Company name (for corporate accounts)
- Household characteristics (e.g., number of children, and number of Internet users)
- Technology employed (e.g., type of Internet access, and specifications for your computer)

### **Why We Collect This Information**

We need this information to process your application or service order and to conduct market research. If we have trouble processing your application or order, we use the contact information you provide to get in touch with you. We also use your contact information to provide you with REALLYFAST.NET updates or to assist you with your

video or broadband service and to inform you of new products or services that may be of interest to you.

### **Use of Cookies**

To help make our website more responsive to your needs, we use a standard feature of browser software nicknamed "cookies." We use cookies to help us tailor our website to your needs, to deliver a better, more personalized service, and to remember certain choices you've made so you don't have to re-enter them. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize REALLYFAST.NET pages, or register with REALLYFAST.NET sites or services, a cookie helps REALLYFAST.NET to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, preferred email address, and so on. When you return to REALLYFAST.NET, the information you previously provided can be retrieved, so you can easily use the REALLYFAST.NET features that you customized.

We use two kinds of cookies: (i) temporary or "session"-based cookies that contain certain information about a user's or visitor's use of our website at a particular time and (ii) "persistent" cookies that contain certain account-related information about a registered user's use of our website. Session-based cookies are automatically disabled or deleted when a user or visitor to our website closes his or her browser software at the end of session. Persistent cookies remain stored on a registered user's computer system until he or she disables or deletes them. Of course, if you set your browser not to accept cookies or you delete them, you may not be able to take advantage of the personalized features enjoyed by other visitors to and users of our website.

### **Information Collected by Third Parties**

The REALLYFAST.NET web site includes links to other web sites, and provides access to products and services offered by third parties, whose privacy policies we don't control. When you access another web site or purchase products or services or conduct other transactions through a web site linked to our web site, use of any information you provide is governed by the privacy policy of the operator of the site you're visiting or the provider of such products or services. The provider's privacy practices may differ from ours. Please be aware that these third-party sites may also use their own cookies, web beacons or third-party software or "spyware," for which we are not responsible.

### **Disclosure of Information**

We consider the personal information contained in our business records to be confidential. REALLYFAST.NET will not read, listen to or disclose to any third parties private e-mail, conversations, or other communications, except as described here, that are transmitted using our Services. We may sometimes disclose information about you to our business partners or to others who work for us. We may access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on REALLYFAST.NET; (b) protect and defend the rights or property of REALLYFAST.NET including, without limitation the security and integrity of our network; or (c) act under exigent circumstances to protect the personal safety of users of our services or members of the public.

As our business grows, we may buy or sell various assets. In the unlikely event that REALLYFAST.NET, one of its business units, or substantially all of its assets are acquired by another company, information on our visitors would be among the transferred assets.

## **Security**

REALLYFAST.NET is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities. When we transmit highly confidential information (such as a credit card number) over the internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. As effective as modern security practices are, no physical or electronic security system is impenetrable. We cannot guarantee the complete security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. We have implemented strict internal guidelines to ensure that your privacy is safeguarded at every level of our organization. REALLYFAST.NET will continue to revise policies and implement additional security features as new technologies become available.

## **REALLYFAST.NET and Kids**

REALLYFAST.NET takes care to protect the safety and privacy of young people using our services, and encourages you to participate in your child's experience in cyberspace. We do not sell products or services to kids. Also, we do not knowingly collect personally identifiable information from children and teenagers under the age of 18 and REALLYFAST.NET does not wish to collect any such information.

Parents, please note that if you grant consent for your child to use our Services, your child will be able to communicate with other users of all ages. Before providing consent, please be aware that your child will be able to disclose personal information (e.g. name,



address, e-mail, and phone numbers) on his or her own. We encourage you to talk with your children about communicating with strangers and disclosing personal information online. You can obtain additional information about safe surfing through the Federal Trade Commission web site.

Federal law requires website operators who collect personal information from children under the age of thirteen to first get parental consent. REALLYFAST.NET will not knowingly link to any third party web site that solicits or collects personally identifiable information from minors.

### **REALLYFAST.NET Spam Policy**

REALLYFAST.NET will deal with Spam complaints seriously and will close spammer's customer accounts. We may use customer information to investigate and prevent potentially unlawful activity that threatens the Service(s) or network integrity or otherwise violates the REALLYFAST.NET AUP.

#### ***What Is Spam?***

Spam is email that is sent against the wishes of the recipient. There are two kinds. The first kind of spam concerns individuals who email people that they don't know personally. The second type of spam is sent by organizations to individuals who have not expressed a desire to receive such communications. Both kinds of spam are inappropriate, and sending spam violates the REALLYFAST.NET AUP.

### **European Union Data Considerations**

Personal information collected on this site may be stored and processed in the United States or any other country in which REALLYFAST.NET or its affiliates, subsidiaries or agents maintain facilities, and by using this site, you consent to any such transfer of information outside of your country. REALLYFAST.NET abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union.

### **Privacy Policy Changes**

If we decide to change our privacy policy, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone. By continuing to use REALLYFAST.NET after we post any changes, you accept and agree to this privacy statement, as modified. Of course, our use of information gathered while the current privacy statement is in effect will be consistent with the current statement, even if we change that statement later.

**Please contact REALLYFAST.NET with any questions regarding this Agreement.**

You represent that you are at least 18 years of age, and that you may legally enter into this Agreement, have reviewed this Agreement and have read and clearly understand each of its terms and conditions. If you are acting on behalf of a corporation or other entity, you represent that you have full authority to bind that entity and if not you agree to accept personal liability for the account. You are responsible for all charges incurred by any person you authorize to access your account, or allow to use the Service.

Acknowledged and Agreed:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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