

TERMS AND CONDITIONS

THIS AGREEMENT is entered into between Mapleton City Network ("City") and the person or entity who makes use of City's Internet services and / or products ("Customer") and is subject to acceptance by City. Customer's acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

PROVISION OF SERVICE

City shall provide and Customer shall accept Internet Service (all Internet related services provided by City offered herein and hereinafter defined as "Service" or "Internet Service") at the applicable rates and charges, subject to the terms and conditions specified in this agreement. City shall provide Customer with an Internet access account by which Customer may use City's Internet system. Customer shall not have any proprietary right to the access account provided to it by City. Except as otherwise agreed by City in writing, City reserves the right to revise, in its sole discretion, the rates, terms, and conditions of its agreement with Customer upon at least 30 days' written notice to Customer, such notice to be given at least 30 days' prior to the end of the then-current contract term. Customer agrees to pay for Service pursuant to such revised rates, terms, and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. City reserves the right to assign, designate or change access account access when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business. Service is subject to transmission limitations caused by extreme weather, cable breakage, equipment failure or construction damage and any other like conditions. Additionally, Service may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of City's Internet system.

USE OF SERVICE AND EQUIPMENT

Service and equipment are furnished for use by Customer for any lawful purpose. Customer warrants Customer is at least 18 years old.

LIMITATION OF CITY'S LIABILITY

(a) CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; CITY CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND CITY ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, CITY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY CITY OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF CITY OR ANY UNDERLYING COMMUNICATIONS

(b) City shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of God, fire, war, riots, government authorities, default of supplier, or other causes beyond City's or any underlying communications carrier's control.

(c) Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. City is not liable to Customer for any claims, loss, damages or cost which may result from lack of privacy on the system.

(d) Customer acknowledges that Internet systems may carry material which may be considered abusive, profane or sexually offensive and that City is not liable to Customer for any claims, loss, damages or cost which may result from such material.

(e) Customer hereby agrees to indemnify and save City harmless against claims for libel, slander, or infringement or copyright from the material in any form over its facilities by Customer or those using Customer's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of City or any communications carrier; and against all other claims arising out of any act or omission of Customer in connection with the facilities or service provided by City.

DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT CITY IS NOT THE MANUFACTURER OF EQUIPMENT AND INTERNET PACKAGE SOFTWARE, AND CITY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE EQUIPMENT OR SERVICE OR INTERNET PACKAGE SOFTWARE (WHETHER PURCHASED OR LEASED BY CUSTOMER FROM CITY OR ANOTHER), INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CITY TO THE EXTENT PERMITTED BY LAW ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT OR INTERNET PACKAGE SOFTWARE PURCHASED BY CUSTOMER, AND CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

(b) CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE EQUIPMENT OR SOFTWARE, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT CITY SHALL HAVE NO LIABILITY TO CUSTOMER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT OR SOFTWARE OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, CITY SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY EQUIPMENT OR SERVICE OR SOFTWARE DESCRIBED HEREUNDER, WHETHER OR NOT CAUSED BY CITY'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT OR SOFTWARE IN THIS PARAGRAPH SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT OR SOFTWARE PURCHASED BY CUSTOMER OR LEASED BY CUSTOMER FROM CITY OR ANOTHER LESSOR.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

INDEMNIFICATION AND RELEASE

Customer agrees to release, defend, indemnify and hold harmless City, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by City or sued in conjunction with such equipment, products or services provided by City and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of City, its agents or employees.

ACCEPTABLE USE & OPERATING RULES

Customer agrees not to use service for any criminal act or conduct that would be detrimental to the Mapleton City name. These actions include but are not limited to:

- Using system to send unsolicited commercial e-mail (SPAM).
- Using system in a manner that would violate any copyright or trademark laws per the Digital Millennium Copyright Act (DMCA)
- Using system to harass or threaten another individual or organization.
- Using system to gain unlawful access to another system or network connected to Mapleton City Network or another internet connection.
- Service shall only be used by the purchaser and residents or patrons at the same address.
- Service is not permitted to be shared by multiple tenants of a multi-dwelling unit or office complex.
- Reselling or sharing of service is prohibited and shall be considered theft of service.
- Mapleton City reserves the right to terminate customer's service for any behavior deemed inappropriate under the Acceptable Use & Operating Rules section of this agreement.

RATES AND CHARGES

Unless otherwise agreed by City, customers will be billed monthly for Internet access based on the speed tier chosen, equipment rental and any account charges in arrears. Mapleton reserves the right to disconnect any customer who does not pay for services and equipment.

(a) Unless otherwise agreed by City, payment is due to City on the 20th of each month.

(b) Customer shall be responsible for payment of charges for all services furnished by City, including without limitation, Service establishment fees, Service connection charges and charges for enhanced features, sales and use taxes, other taxes required by law, fees or other extraction imposed by or for any municipal or other political authority against City. Rates and charges shall be based on prices in effect at the time Service is furnished.

(c) Payments received after the due date may incur a late payment charge of the lesser of 5% per month or the highest rate permitted by law of the unpaid balance for each month or fraction thereof that such balance shall remain unpaid.

(d) In the event that Customer's equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer shall nonetheless be liable for all use and other charges attributable to the Internet access account until such time as City is notified of the loss, theft, or other occurrence.

(e) When payment for Service or equipment is made by check, draft, credit card account or other negotiable instrument, a charge of \$20 may be made by City for each time such item is returned unpaid to City for any reason except to the extent limited by law.

(f) Unless otherwise agreed by City, Customer shall be responsible for all outstanding charges for service rendered and shall be responsible for all charges through the end of the billing cycle within which termination occurs, without proration of any such charge.

DEFAULT AND WAIVER

(a) In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, City, at its option, may:

(i) Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the breach thereof; and/or

(ii) Terminate this agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Services provided.

(b) Customer shall pay to City on demand any and all past due amounts which City may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney's fees incurred by City in connection with such breach or default by Customer and all other costs and expenses incurred by City in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.

(c) The remedies provided in favor of City in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing at law.

(d) No failure on the part of City to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by City preclude any other right or remedy City may have.

ASSIGNMENTS

Neither this agreement nor Customer's rights hereunder shall be assignable by Customer except with City's prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer.

ENTIRE AGREEMENT AND GOVERNING LAW

Customer acknowledges that this agreement contains the entire agreement between the parties relating to the services and/or equipment described in this agreement and that City and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this agreement. No modification, change or alteration of any of the terms of this agreement shall be valid unless in writing and signed by City and Customer except as otherwise proved herein. This agreement supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. Customer agrees to notify City within 30 days of any change of Customer's address. This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Utah.

SEVERABLE PROVISIONS

If any part of this agreement is contrary to or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.

RENEWAL AND TERMINATION

Unless Customer or City terminates this agreement as provided herein, and except as otherwise agreed, upon completion of any initial term of this agreement, this agreement shall renew on a month-to-month basis. Notice of Customer's intent to terminate this agreement shall be made to: Mapleton City 125 West 400 North Mapleton City 84664. City reserves the right not to renew this agreement at any time prior to the conclusion of the initial or any renewal term by giving Customer notice of same. Mapleton City Network reserves the right to revise this policy by posting a new version on www.Mapleton.org

Mapleton City Network Transparency

Mapleton City Network reserves the right to block some applications and ports that are known exploits for hacking, malware, and network attacks.

- Mapleton City Network firewalls and security systems may shut down ports and network connections that are transmitting viruses, denial of service attack or are engaged in malicious and illegal activities.
- Mapleton City Network does not provide firewall protection or filtering for customers
- Mapleton City Network does not monitor, store, or filter content.
- Mapleton City Network does not prioritize or limit network traffic.
- Mapleton City Network only collects relevant account data for operations and does not sell customers data.
- Mapleton City Network enforces spoofing rule, DNS protection protocols and IEEE network protection software.

- Mapleton City Network IPAM systems track IP addresses and network hardware connection information. This information may be accessible to law enforcement based on legal measures.