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**GOLDEN BEAR BROADBAND, LLC D/B/A SISQTEL.NET**  
**INTERNET SERVICE AGREEMENT**  
**Revised July 6, 2017**

**1. Introduction.** This Internet Services Agreement ("Agreement") governs the terms and conditions under which Golden Bear Broadband, LLC d/b/a Sisqtel.net ("Sisqtel"), with the assistance of certain vendors ("Vendors"), provides you, its customer ("you"), with Internet access service (herein referred to as "Sisqtel Internet Service" or the "Service"). By using Sisqtel Internet Service, you agree to be bound by this Agreement and to use the Service in compliance with the terms of this Agreement, Sisqtel's policies governing Sisqtel Internet Service, and all applicable federal, state and local laws, rules and regulations (the "Terms"). Specifically, but without limiting the foregoing, this Agreement incorporates by reference the terms of Sisqtel's Acceptable Use Policy ([http://www.sisqtel.net/acceptable\\_use\\_policy](http://www.sisqtel.net/acceptable_use_policy)) and Privacy Policy ([http://www.sisqtel.net/privacy\\_policy](http://www.sisqtel.net/privacy_policy)).

**2. Updating this Agreement.** Sisqtel may revise, amend, or modify this Agreement and its policies from time to time. Notice of any revisions, amendments, or modifications will be posted on Sisqtel's website, and/or on your start pages, and/or by email to your primary Sisqtel email account, and/or in direct mailings to your billing address on file with Sisqtel, and will be effective on the date set forth in the notice. This Agreement may not be amended or modified by you except by means of a written document signed by you and an authorized representative of Sisqtel. By continuing to use the Service after the effective date of any revision, amendment, or modification, you accept and agree to abide by them. **A complete and current digital (PDF) version of this Agreement is available at:** [http://www.sisqtel.net/internet\\_service\\_agreement](http://www.sisqtel.net/internet_service_agreement)

**3. Charges, Billing, and Payment.**

**3.1 Rates.** You can learn the current rates for Sisqtel Internet Service and related fees by telephoning (530) 467-6000, or toll free 1-866-467-6001, or by going on-line to [www.sisqtel.net](http://www.sisqtel.net). The basic rates and usage rates do not include taxes or governmentally-required surcharges, for which you are also responsible.

**3.2 Billing.** Bills are normally rendered once each month. The fixed monthly rate is charged in advance of the month in which the Service is provided. Usage charges, if any, are billed in arrears.

**3.3 Payment.** Bills are payable when presented and become delinquent after the due date shown on the bills. A delinquent account is subject to disconnection after seven days'

notice. A late payment charge is applicable if payment in full is not received by the due date shown. The late payment charge of 1.5% will be applied to an unpaid balance of \$20.00 or more. Neither the billing of late charges nor the payment of late charges relieves the customer of the obligation to pay all of the charges prior to the due date of the bill.

**3.4 Billing Disputes.** Unless you notify Sisqtel of an error within sixty (60) days after it first appears on your statement, the bill will be deemed accepted by you for all purposes, including but not limited to resolution of inquiries made by or through your credit card issuer. You release Sisqtel from all potential liabilities and claims resulting from any billing error not reported to Sisqtel within sixty (60) days after the date of the billing statement on which the claimed error appears.

**3.5 Credit Check.** You authorize Sisqtel to do any credit verification that Sisqtel deems necessary and such verification may be done at the time you apply to receive Sisqtel Internet Service and at any time while you are receiving Services. Such credit verification may include a review of credit reports received from any commercially available credit bureau. You agree to provide Sisqtel with such personal information as may be required by Sisqtel in order to determine your creditworthiness and you represent and warrant that all of such information is true and correct. You acknowledge that any credit privileges extended by Sisqtel, may be withdrawn at any time, and a deposit to secure payment of future bills may be required.

**3.6 Third Party Transactions.** Sisqtel does not endorse, warrant, or guarantee any product or service offered by third parties that you may access through Sisqtel Internet Service and shall not be a party to or in any way monitor any transaction between you and third-party providers of products or services. You may incur charges imposed by third parties while using the Internet, for example, by using on-line information services and shopping on-line. You are solely responsible for those charges.

**4. Content.** As used in this Agreement, "Content" means the information, software, graphics, images, data, video, speech, sounds, music, and other material and services communicated through Sisqtel Internet Service. You represent that when you transmit, upload, post or submit any Content using Sisqtel Internet Service that you have the legal right to do so and that your use of such content, image or data does not violate any law (including copyright or trademark laws) or any other third party rights.

**4.1. No Liability.** Sisqtel makes no representations, warranties, or promises as to, and you must bear the risk of relying on, the accuracy, completeness, or usefulness of any Content. As a matter of policy, Sisqtel does not screen or filter any Content and has no obligation to monitor Content. Accordingly, neither Sisqtel nor any of its Vendors shall have any liability whatsoever for any action or inaction by Sisqtel or any of its Vendors with respect to Content.

**4.2 Third Party Conditions of Use.** Content provided by or to persons and entities not under the control of Sisqtel may be subject to additional terms and conditions of use by these third parties. Violation of any of these third party terms of use may subject you to termination of Sisqtel Internet Service.

**4.3. Content Rights.** Sisqtel and its Vendors reserve the right (but shall have no obligation) to monitor Content and to remove or block access to Content that Sisqtel or any of the Vendors deems unacceptable, undesirable, or in violation of this Agreement. Sisqtel and its Vendors reserve the right to disclose any Content and to identify the responsible customer as may be required by law, or as it deems necessary in order to operate Sisqtel Internet Service properly, or as it deems necessary to protect itself or its other subscribers.

**4.4. Parental Guidance.** Content may include material inappropriate for minors; Sisqtel therefore recommends that you monitor your minors' use of Sisqtel Internet Service directly and consider using commercially-available tools that enable you to restrict access to certain Internet areas and other features of the Internet accessible by means of the Service that may be inappropriate for minors, at your sole cost and risk. Sisqtel makes no warranties with respect to any such tools.

**5. Appropriate and Acceptable Use.** Sisqtel reserves the right to terminate your Sisqtel Internet Service immediately without notice if, in Sisqtel's sole and absolute discretion, you do not use Sisqtel Internet Service in an appropriate and lawful manner and in accordance with the policies applicable to Sisqtel Internet Service. Further, Sisqtel may also take any other legal and technical actions it deems necessary in its sole and absolute discretion to enforce or prevent the violation of this Agreement, the Acceptable Use Policy, any other Sisqtel agreement or policy, or applicable law.

**5.1** In addition, you specifically agree not to use or to allow others to use Sisqtel Internet Service to, and agree that Sisqtel may immediately terminate your Sisqtel Internet Service if you, directly or indirectly:

**5.1.1** Disrupt, abuse, or cause degradation of service in Sisqtel's backbone network nodes or network services or the network nodes of other Sisqtel users;

**5.1.2** Resell Sisqtel Internet Service or use the Service for operation of an Internet service provider business or similar business enterprise

**5.1.3** Redistribute your residential Sisqtel Internet Service to anyone not a member of your household or redistribute your business Sisqtel Internet Service to anyone other than those working for your business as an employee or contractor and your customers for incidental personal use at no charge when they are physically at your business location where Sisqtel Internet Service is provided.

**6. Security.** Because the Internet is a resource shared among many users, there is a risk that you could be subject to a variety of security risks, including but not limited to eavesdropping, denial of service attacks, and receipt of corrupted files or viruses. This means that other people may be able to access, monitor, and/or alter your files, data, or other traffic sent or received using Sisqtel Internet Service, or negatively affect your ability to use the Service, or both. Any information sent by you or received by you over Sisqtel Internet Service is done at your sole risk,

and Sisqtel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to such actions.

**6.1 Firewall, Anti-virus Recommended.** It is your responsibility to safeguard your computer system, through appropriate means (e.g., using commercially available software or hardware) from theft, unauthorized use, or system corruption. If you fail to secure your system properly and that causes any detriment to the network, Sisqtel may immediately terminate your Sisqtel Internet Service. Sisqtel HIGHLY recommends that you purchase and install a commercial firewall package and anti-virus package. Sisqtel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your failure to safeguard the security of your system, software, and data.

**6.2 FTP/HTTP Server Setup.** Certain applications that you may use will, by their nature, permit other Internet users to gain access to your computer. These applications include, for example, your use of your computer as a server to allow others to download files using FTP or to access content you placed on a Web site using HTTP. You are permitted to run such applications for your personal use and within the limitations of this Agreement, provided that you take the appropriate security measures and you assume all risk of security breaches. Sisqtel shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your use of such applications, including, without limitation, damages resulting from other Internet users' having access to your computer.

**7. Equipment and Installation.** You must use a Broadband modem and/or router in order to use Sisqtel Internet Service. A list of Broadband modems approved by Sisqtel can be found at [www.sisqtel.net/dslequipmentsupport](http://www.sisqtel.net/dslequipmentsupport).

**7.1 Equipment Compatibility.** You shall be solely responsible for the installation, operation, maintenance, use, and compatibility of your computer system, related equipment, and any Broadband-related equipment or software not provided by Sisqtel with Sisqtel Internet Service. In the event that any of your equipment or software not provided by Sisqtel impairs your use of the Service, (i) you shall nonetheless be liable for payment of all Sisqtel Internet Service charges; and (ii) Sisqtel shall not be responsible for meeting any service specifications or performance levels generally applicable to the Service.

**7.2 Back-Up Requirements.** The installation, use, inspection, maintenance, repair, and removal of Broadband equipment may result in service outage and/or damage to your computer. You are solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of Broadband equipment, and prior to any inspection, maintenance, repair, or removal of the Broadband equipment.

**7.3 Installation By You or Others.** Sisqtel does not represent, warrant, or covenant that installation by you or a third party chosen by you will enable you to successfully access, operate, or use Sisqtel Internet Service.

**7.4 Activation at Fixed-location.** Sisqtel Internet Service requires technical activation on your existing telephone circuit which may require work at your premises by Sisqtel

technicians. If necessary, Sisqtel shall, at a time mutually agreed, install the necessary equipment on the exterior of your premises and shall test the circuit at the network interface device for the circuit that you intend to use for Sisqtel Internet Service. The service may not be moved to different premises (even if the telephone number remains the same) or to a different telephone circuit without payment of a new activation fee and any applicable charge for early termination. Transferring the Service to a different place within a location may require further activation work by Sisqtel or its agents, contractors, or representatives, at additional cost. **If you move from your current premises, you shall notify Sisqtel, in accordance with the provisions of Section 9 of this Agreement, to terminate your service.**

## **8. Service and Availability.**

**8.1 Geographic Availability.** You acknowledge that Sisqtel Broadband Service may not be available on your telephone circuit, even though a preliminary check conducted when you placed your order indicated that the Service is available in your geographical area. Due to the nature of the Broadband service technology, Sisqtel reserves the right to terminate this Agreement without liability to you if Sisqtel at any time is not able to provide, repair, or maintain Sisqtel Internet Service to your premises; provided, however, under these circumstances, Sisqtel will refund any pre-paid charges for the Service that it terminates.

**8.2 Circuit Speed.** All speeds referenced, verbally or written, are based on commercially reasonable efforts by Sisqtel. Speeds may vary and are not guaranteed.

**8.3 Service Availability.** Sisqtel will use commercially reasonable efforts to schedule any maintenance outages in a way that minimizes the impact on subscribers; however, Sisqtel cannot guarantee that your Service will not be interrupted and cannot always provide advance notice of such outages.

**8.4 Effect on Telephone Service.** Sisqtel shall provide Sisqtel Internet Service over your existing telephone circuit. Sisqtel and its agents, contractors, and representatives shall have no liability for interference with or degradation of telephone service on your line related to the provision of Sisqtel Internet Service. Sisqtel Internet Service, when provided over xDSL, requires DSL filters to be installed to prevent degradation of the quality of the telephone service on your circuit.

**8.5 Internet Protocol Address.** You shall have no ownership interest in any Internet Protocol address provided by Sisqtel. Sisqtel shall retain ownership of all such addresses and, upon termination of this Agreement, you shall no longer have access to or use of any such address.

**8.6 911 Service.** Sisqtel recommends that calls to 911 be placed over a traditional landline telephone whenever possible; voice applications you employ with the Service to interconnect with the telephone network may not be provide for the most efficient routing to the local 911 dispatcher and may not provide the same quality of location and other information to the 911 dispatcher.

**8.7 Local and Toll Carrier Charges.** This Agreement in no way changes or supersedes your relationship with your current provider(s) of local and long-distance telephone services. You will continue to be charged separately for those telephone services.

## **9. Termination.**

### **9.1 Voluntary Termination by You**

**9.1.1 Notice Required.** In order to terminate your Sisqtel Internet Service, you must contact Sisqtel by calling us:

Within Siskiyou Telephone area: 467-6000

Outside Siskiyou Telephone area: 1-866-467-6001

or by sending written notice to Sisqtel via United States mail (Golden Bear Broadband, Attn: Customer Service, P. O. Box 157, Etna, CA 96027-0157). Effective upon Sisqtel's receipt of notice of termination, and not before, Sisqtel shall stop charging you for Sisqtel Internet Service.

**9.1.2 Refunds.** Upon voluntary termination of Sisqtel Internet Service by you, Sisqtel will refund any unused portion of fixed monthly rates paid in advance, except in the case of early termination of a Sisqtel Internet Service arrangement under which you agreed to subscribe for a minimum number of months of service in return for a discounted rate, in which event the regular (non-discounted rate) shall be applied to the months of service furnished by Sisqtel, in order to determine what, if any, balance remains to be refunded.

**9.2 Involuntary Termination by Sisqtel for Misuse or Nonpayment.** In the event Sisqtel exercises its right to terminate Sisqtel Internet Service to you in accordance with the provisions of this Agreement, the Acceptable Use Policy, or any other applicable policies, it may terminate Sisqtel Internet Service with immediate effect and without prior notice, and Sisqtel shall not be obligated to refund any prepaid amounts.

**9.3 Payment Upon Termination.** Upon termination of Sisqtel Internet Service for any reason, all charges incurred for Sisqtel Internet Service, together with interest owed for late payments, if any, shall become immediately due and payable, and the provisions of Section 3.3 shall apply as to any amounts not immediately paid and as your responsibility for payment of costs incurred in collecting such amounts.

## **10. DISCLAIMER OF WARRANTIES.**

**10.1 THE INFORMATION AND SERVICES INCLUDED IN OR AVAILABLE THROUGH SISQTEL INTERNET SERVICE MAY INCLUDE INACCURACIES OR ERRORS. CHANGES ARE PERIODICALLY MADE TO INFORMATION PROVIDED BY SISQTEL. SISQTEL AND ITS VENDORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE INFORMATION, EQUIPMENT, OR SERVICES AT ANY TIME. EXCEPT FOR ANY SPECIFIC WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, THE INFORMATION, EQUIPMENT, AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND SISQTEL MAKES NO EXPRESS OR**

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**10.2 SISQTEL SHALL NOT BE RESPONSIBLE FOR THE ONGOING OPERATION OF ANY EQUIPMENT FURNISHED BY SISQTEL, AND SISQTEL SHALL HAVE NO OBLIGATION TO MAINTAIN SUCH EQUIPMENT, NOR ANY OBLIGATION TO SECURE MAINTENANCE SERVICES ON YOUR BEHALF. ANY EQUIPMENT PURCHASED FROM SISQTEL IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE MANUFACTURER'S WARRANTY AND/OR END-USER LICENSE PACKAGED WITH SUCH EQUIPMENT. SISQTEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH EQUIPMENT AND SISQTEL SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

## **11. LIMITATION OF LIABILITY.**

**11.1 Except as provided herein and to the extent not prohibited or otherwise limited by law, Sisqtel's entire liability for all claims of whatever nature arising out of the information, equipment, or Services provided shall not exceed an amount equal to the proportionate fixed monthly charges to the customer for the period of Service during which**

any mistake, omission, interruption, delay, error or defect in the Service or the Company's equipment or any other event or action giving rise to a claim, occurs.

11.2 The limitation of liability described above will not apply if it is determined that Sisqtel's gross negligence or willful misconduct caused you damage. In that event, however, the Company will be liable only for the direct damages for which it is found responsible.

11.3 Sisqtel shall not be liable to you for any losses or liabilities (whether in contract, tort, or otherwise) for any consequential, incidental, or indirect damages, including without limitation damages for business interruption or lost profits, however caused, whether foreseeable or not, arising out of or in connection with this Agreement, the use or inability to use the Service, or installation, provisioning, termination, maintenance, repair, restoration, or performance of Services hereunder, however caused, or for damage to, loss of, or destruction of, any software, files or data, or from any breach or partial breach or potential breach of the provisions of this Agreement or arising out of any act or omission by Sisqtel or any of Sisqtel's officers, directors, employees, vendors, or subcontractors (collectively a "Loss"), even if Sisqtel has been advised of the possibility of such damages. Sisqtel shall have no liability for loss of profits, loss of revenues or loss of data, whether direct or indirect, even if advised of the possibility of such damages.

11.4 Sisqtel is not liable for any loss due to an act or omission by any other company or companies furnishing any portion of the Service.

11.5 Sisqtel is not liable to you or anyone else for any losses, claims, damages, expenses, liabilities, or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding based upon a claim that your use of Sisqtel's Internet Service or use by a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights, or contractual rights of any third party.

11.6 Sisqtel is not liable for any loss due to causes beyond its control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, work action, or weather.

## 12. Indemnification.

12.1 Sisqtel shall be indemnified and held harmless by the customer against:

12.1.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over Sisqtel's facilities by the customer.



**12.1.2 Claims for patent infringement arising from combining or connecting Sisqtel's facilities with apparatus and systems of the customer.**

**12.1.3 All other claims arising out of any act or omission of the customer in connection with any Service provided by Sisqtel.**

**12.2 Sisqtel shall not be liable for and the customer shall indemnify and hold Sisqtel harmless from any and all losses, expenses, costs – including attorneys' fees, claims, suits, appeals, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person, or persons, and for any loss, damages, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, or for any incidental, special or consequential damages including interruption of business caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment provided by Sisqtel or wiring provided by Sisqtel where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of willful misconduct by Sisqtel. No agents or employees of any other carriers, persons, or entities shall be deemed to be agents or employees of Sisqtel.**

**13. California Law.** This Agreement is governed by California law applicable to contracts entered into and to be performed wholly within California without regard to conflict of law principles.

**14. Entire Agreement.** This Agreement contains and refers to the entire agreement of the parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties to this Agreement or unless modified pursuant to Section 2.

**15. Headings.** The headings in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

**16. No Waiver.** No course of dealing or failure of either party to enforce strictly any right, term, or condition of this Agreement shall be deemed or construed as a waiver of such right, term, or condition.

**17 Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.