

MWFN SERVICES, LLC

RESIDENTIAL SERVICES SUBSCRIBER AGREEMENT

UPDATED: 8/1/2023

MWFN Services, LLC (“MWFN Services”) will provide you (“you” or “Subscriber”) the Services you have ordered subject to the terms and conditions of this Residential Services Subscriber Agreement (“Agreement”).

You affirm that you are of legal age and have the authority to enter into this Agreement. You accept these terms by doing any of the following: (i) activating or using the Services; (ii) notifying MWFN Services of such acceptance orally or electronically; or (iii) continuing to use the Services after posting of a change in prices, fees, or terms of this Agreement. This Agreement is effective as of the date Services begin, and continues as long as you use our Services. The latest copy of this Agreement can be found at <https://midwestfibernetworks.com/customer-support>, or can be obtained by calling (414) 459-3550.

Supplemental Terms and Conditions for Residential VoIP Services. If you subscribe to MWFN VoIP Services, you also agree to the Supplemental Terms and Conditions for Residential VoIP Services, available at <https://midwestfibernetworks.com/customer-support>.

1. Definitions.

- a) “Customer Equipment” means any equipment provided by you to access or use the Services, including without limitation, computers, inside wiring and data outlets, electrical outlets, modems, Wi-Fi access points, routers, and base stations.
- b) “Internet access service” means a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up service.
- c) “MWFN Equipment” means any equipment provided by MWFN Services to enable delivery of the Service to you, including without limitation wire, cable, cable conduit, splitters, junction boxes, decoders, terminals, modems, voice service access units, optical network terminals, network interface devices, and any other equipment or materials provided to you by MWFN Services for use in connection with the Services.
- d) “Premises” means the Subscriber’s dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located.

- e) "Price List" means the publicly available list of prices for Services.
- f) "Services" means the retail services provided to you by MWFN Services, which may include Internet access service, voice telephony service, Wi-Fi configuration and activation, and other related services, including, without limitation, installation of MWFN Equipment, additional features, and support.
- g) "Subscriber Materials" means the handbooks, manuals and other guide and disclosure materials provided by or posted online by MWFN Services or MWFN Services' suppliers regarding use of the Services of MWFN Equipment.
- h) "Tariff" means any tariff, price plan, price list, price catalog or similar filing required to be made by MWFN Services with a governmental authority concerning certain services provided by MWFN Services.
- i) "Terms of Service" means all terms and conditions governing your use of the Services, as set forth in this Agreement, the MWFN AUP, the MWFN Transparency Statement, and online "click through" documentation to which you agree as part of your Services order, as they may be amended from time to time in MWFN Services's sole discretion.

2. Your Use of the Services.

- a) Use from Your Location. All use of your Services from your location or premises, whether or not authorized by you, will be deemed your use and you will be responsible for all such use, including payment of all charges attributable to your account.
- b) Acceptable Use Policy. You agree to use the Services in accordance with MWFN Services' Acceptable Use Policy ("AUP"), as it may be amended from time to time, available at <https://midwestfibernetworks.com/customer-support>.
- c) Personal Use Only. You agree that the Services you have requested are residential Services, offered for reasonable personal, non-commercial use only. You will use the Services for lawful purposes only. You will not resell or redistribute (whether for a fee or otherwise) the Services, or any portion thereof, or charge others to use the Services or any portion thereof. If you use a Service for an enterprise purpose, in addition to any other rights and remedies, MWFN Services may charge you its standard commercial rate for the Service for all periods of such use (including, if applicable, back-billing you for any periods of past enterprise use).
- d) Modification of Services. You agree that MWFN Services has the right to add, modify or delete any aspect, feature or requirement of the Services (including content, equipment and system requirements). If MWFN Services changes its equipment requirements with respect to any Service, you acknowledge that you may not be able to receive such Services using your equipment.
- e) Software. You agree that to the extent any software is licensed or sublicensed to you by MWFN Services relating to the Services ("Software"), such Software is provided for the limited purpose

of facilitating your use of the Services as described in the Terms of Service. You may not copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with the Software. You will return or destroy all Software and any related written materials promptly upon termination of the associated Services to you for any reason.

- f) Security Measures. You agree to be responsible for protecting the confidentiality of any security measures, including but not limited to usernames, passwords, personal identification numbers, and parental control passwords. You acknowledge that the Services may from time to time include interactive features, the use of which may result in the transmission to and use by MWFN Services or third parties of information that may constitute personally identifiable information, for which MWFN Services may be required to obtain your consent.

3. Charges and Payment.

- a) Charges. You agree to pay MWFN applicable charges relating to (i) your use of the Services, (ii) MWFN Equipment provided to you, (iii) applicable local, state and federal fees, assessments, charges and taxes, and (iv) any other applicable charges set forth in the Price List or Tariff. Your billing cycle will be determined by your installation date. You will be billed monthly in advance for recurring monthly charges. Other charges will be billed in the next practicable monthly billing cycle following use, or as otherwise specified in the applicable Price List or Tariff.
- b) Installation and Repair Charges. Charges for a standard installation of Services and related MWFN Equipment are described in the Price List or Tariff. Nonstandard installations, if available, may result in additional charges as described in the applicable Price List or Tariff. In addition, unless otherwise covered in a service protection plan purchased by you, you agree to pay charges for repair service calls resulting from issues with your inside wire on the customer side of the network interface device, your misuse of MWFN Equipment, or for issues caused by Customer Equipment or other equipment not supplied by MWFN Services.
- c) Credit Verification. MWFN Services may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria. MWFN Services may require a security deposit, or bank or credit card or account debit authorization from you as a condition of providing or continuing to provide Service. You agree that MWFN Services may deduct amounts from your security deposit, bill any bank or credit card submitted by you, or use any other means of payment available to MWFN Services, for any past due amounts payable by you to MWFN Services, including in respect of damaged or unreturned MWFN Equipment. Following termination, MWFN Services will return to you a sum equal to the deposit, without interest unless required by law, minus any amounts due on your account, including, without limitation, any amounts due for unreturned or damaged MWFN Equipment.
- d) Automatic Payment. If you have elected to be billed by credit card, debit card or ACH transfer, you agree that you will automatically be billed each month for any amounts due under the Agreement. You authorize us to charge the card for all charges generated under this Agreement. It is your responsibility to provide MWFN Services with updated credit card information on a timely basis.

- e) Promotions Offers. If you participate in a promotional offer for any Service that covers a specified period of time, you agree that you are assured only that you will be charged the promotional price for such Service during the time specified and, thereafter, you will be charged standard rates. If, as part of a promotional offer, you agree to receive a Service for a specified period of time, you agree to pay an early termination fee of up to \$250.00 for terminating service prior to the end of the specified period of time.
- f) Late Payments. All charges are payable on the due date specified. You agree that late charges may be assessed, subject to applicable law, on amounts that are past due. The current late fees are included in the Price List or Tariff and will not exceed the maximum late fees under applicable law. MWFN Services reserves the right to change the late fees. No acceptance of partial payment(s) by MWFN Services shall constitute a waiver of any rights to collect the full balance owed under this Agreement. You will be responsible for all expenses (including reasonable attorneys' fees and costs) incurred by MWFN Services in collecting any amounts due under the Agreement and not paid by you. MWFN Services may charge fees for all returned checks and account debit, bank card or credit card chargebacks.
- g) Termination for Delinquency. You agree that if your Service account with MWFN Services is 60 days or more past due, MWFN Services may temporarily disconnect Services. If your Service account is 90 days or more past due, MWFN Services may permanently disconnect Services. If you have a credit due to you or a deposit is being held on any account with MWFN Services, you agree that the deposit or credit may be used to offset amounts past due on any account you may have with MWFN Services without notice to you. To reconnect any terminated Services, you may be required, in addition to payment of all outstanding balances, to pay reconnect charges or trip charges (where applicable) and/or security deposits before reconnection.
- h) Taxes and Surcharges. MWFN Services has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities and/or to pay and pass them through to you. You acknowledge that regulatory classification of some of the Services may change, resulting in changes to fees, taxes and surcharges MWFN Services may collect. You may obtain a list of the fees, taxes and surcharges that MWFN Services currently collects by writing to MWFN Services at the following address: Midwest Fiber Networks, LLC dba MWFN, 6070 N Flint Road, Glendale, WI 53209, Attention: Subscriber Tax Inquiries.
- i) Billing Errors. You agree that it is your responsibility to report to MWFN Services billing errors within 30 days from your receipt of the bill so that service levels and all payments can be verified. If not reported within 30 days, you agree that all such billing errors are waived.

4. Installation; Equipment and Cabling.

- a) License to Access Property. By ordering a Service, you authorize MWFN Services and its agents permission to access the premises to prepare, install, operate, monitor, maintain, and remove equipment relating to the provision of Services. Without limitation, you authorize MWFN Services to place equipment and cables on the premises to facilitate the provision of Services to you and other locations in the area. MWFN Services shall not be liable for any reasonable effects of normal

Service installation and workmanship, such as holes in walls, which may remain after installation or removal of the MWFN Equipment, except for damage caused by the gross negligence or willful misconduct on the part of MWFN Services. You agree to provide MWFN Services access to the premises during regular business hours, upon reasonable advance notice. You agree that MWFN Services may have reasonable access to easements and MWFN Equipment located on the premises.

- b) Consent of Owner. If you are not the owner of the property or the premises, you warrant that you have obtained the consent of the owner of the premises for MWFN Services personnel and/or its agents to enter the premises for the purposes described in this Agreement. You agree to indemnify, defend, and hold MWFN Services harmless from and against any claims of the owner of the premises arising out of MWFN Services' performance under this Agreement (including costs and reasonable attorneys' fees).
- c) Ownership of MWFN Equipment. The MWFN Equipment is and at all times shall remain the sole and exclusive personal property of MWFN Services, and you agree that you will not become an owner of any MWFN Equipment due to payments made by you to MWFN Services or the attachment of any portion of the MWFN Equipment to the premises. You will not remove any markings or labels from the MWFN Equipment, including those indicating ownership or serial or identification numbers.
- d) Use of MWFN Equipment. You will not use the MWFN Equipment for any purpose other than to use the Services in accordance with the Terms of Service. MWFN Services will maintain all MWFN Equipment during the term of the Agreement. You will not allow the MWFN Equipment to be serviced by anyone other than MWFN Services or its agents. You will not sell, transfer, lease, encumber or assign the MWFN Equipment to anyone. If any MWFN Equipment is lost, stolen, unreturned, damaged, or otherwise disposed of by you, you will pay MWFN Services the full manufacturer's suggested retail price for its replacement, together with any incidental costs that we incur relating to its replacement. You will not relocate the MWFN Equipment to any other location, and MWFN Services shall not be liable for any damages, injuries or other occurrences resulting from any relocation.
- e) Theft of Services. Any use of the MWFN Equipment for unauthorized reception, theft or diversion of Services, or assisting such theft, diversion or unauthorized reception is a breach of the Agreement and punishable by law (including statutory damages, fines or imprisonment).
- f) Return of MWFN Equipment. If the Services are terminated, you will arrange for the return of the MWFN Equipment to MWFN Services in the same condition as when received (excepting ordinary wear and tear). If you do not promptly return the MWFN Equipment or schedule an appointment with MWFN Services for its removal, MWFN Services may, with notice required by law, enter any premises where the MWFN Equipment may be located for the purpose of disconnecting and retrieving the MWFN Equipment. You will pay reasonable expenses incurred by MWFN Services in any retrieval. MWFN Services will not be deemed to have abandoned the MWFN Equipment if it does not retrieve it.
- g) Use of Customer Equipment. If you use Customer Equipment with the Services, you represent that you either own the Customer Equipment or have the right to use it. MWFN Services shall have no obligation to provide, maintain or service Customer Equipment. To effectively receive

Services, any Customer Equipment must meet MWFN Services' current minimum technical and other requirements as posted from time to time on the MWFN Services Website. If you install or use Customer Equipment that does not meet these requirements ("Nonstandard Equipment"), you agree (i) you will not be entitled to any customer support relating to the Nonstandard Equipment, and (ii) the following limitation of liability shall apply: NEITHER MWFN NOR ANY OF ITS AFFILIATES OR AGENTS WARRANT THAT THE NONSTANDARD EQUIPMENT WILL ENABLE YOU SUCCESSFULLY TO INSTALL, ACCESS, OPERATE OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION OR USE COULD CAUSE DAMAGE TO THE NONSTANDARD EQUIPMENT. NEITHER MWFN NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. THE FOREGOING IS IN ADDITION TO AND SHALL NOT LIMIT ANY OTHER LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT.

- h) Installation of Fiber Optic Cable. You understand and agree that fiber optic cable installed or provided by MWFN Services for the provision of Services will remain connected on the premise through the duration of your Services with us. Fiber optic cable will be installed either underground or aerial, and will usually follow the same route as existing telephone or television cabling. For new and existing single unit installations, the fiber optic cable will become a fixture to the realty upon installation. You may not access, alter or remove the fiber network once installed, and you will be liable for any damage or injury resulting from such access, including the cost of rectifying the fiber optic cable itself.

5. Network Management Practices.

- a) Generally. MWFN Services manages its network to maintain and improve the quality of its service offerings to all Subscribers, to protect Subscribers and the MWFN Services network, and to create new services and feature enhancements. MWFN Services' Network Management Practices, including enforcement of the AUP are intended to protect against misuse and abuse of its network.
- b) Network Disclosure Statements. In accordance with 47 CFR § 8.1, MWFN publicizes information regarding the network management practices, performance characteristics, and commercial terms of the Service, available at <https://midwestfibernetworks.com/customer-support>.
- c) No Performance Guarantee. You acknowledge and understand that MWFN Services does not guarantee that any particular amount of bandwidth, speed or throughput of your network connection will be available to you. You understand and agree that the speed of the Internet Service provided to your location will vary depending upon a number of factors outside of MWFN Services' control, including your computer system(s) and associated equipment (e.g., Subscriber-sourced Wi-Fi routers/access points, etc.), Internet traffic and congestion, security failures, or governmental actions.
- d) Service Tiers. You acknowledge that the Service may be offered on a tiered basis and that each tier may have throughput limits (namely, limits on the maximum rate at which you may send and receive data at any time), consumption limits (namely, limits on the amount of data that you may send or receive during the course of a month or shorter periods) and other similar limits, all as set

forth in the Terms of Service. You agree that MWFN Services may change the throughput, consumption and other applicable limits of any tiers by amending the Price List or the Terms of Service. Your continued use or payment for the Data Service will constitute your acceptance of any new limits. You also agree that MWFN Services may use technical means, including but not limited to suspending or reducing the speed of your service, to ensure compliance with these limits and the Terms of Service, and that MWFN Services may move you to a higher tier of Data Service or impose other charges and fees if your use exceeds these limits. You further agree that MWFN Services has the right to monitor your usage patterns to facilitate the provision of the Data Service and to secure your compliance with the Terms of Service. MWFN Services may take such steps as it determines appropriate in the event your usage of the Data Service does not comply with the Terms of Service.

- e) No Control Over Internet Content. You acknowledge that the Service provides a connection to the Internet that may be unfiltered and that MWFN Services neither controls nor assumes responsibility for any content you access on the Internet, or that you publish via the Internet. Although MWFN Services may make available certain parental control features, you acknowledge that such parental control features are not entirely effective or foolproof and that, notwithstanding such features, you or members of your household may be exposed to unfiltered Internet content.
- f) Reasonable Network Management. MWFN Services has the right, but not the obligation, to remove, throttle or block material transmitted through, submitted to or posted on the Service, as it deems necessary to secure its network and protect the rights of other users. MWFN Services may undertake reasonable network management practices, in its sole discretion, to protect its network or to benefit the greatest number of its subscribers as identified in MWFN Services' AUP.
- g) Termination of Service for Violation. MWFN Services may suspend or terminate all or a portion of your Services without prior notification if MWFN Services determines in its discretion that you have violated the Terms of Service. You agree that MWFN Services shall have the right to take any action that MWFN Services deems appropriate to protect the Services, MWFN Services' network and facilities or the MWFN Equipment. If all or a portion of your Services are suspended, you will not be charged for the relevant Service during the suspension. If your account is terminated, you will be refunded any pre- paid fees minus any amounts due to MWFN Services.

6. Privacy.

- a) Privacy Rights. Your privacy rights relating to the use of Services, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act of 1934, as amended, the Federal Communications Commission's rules regarding Customer Proprietary Network Information ("CPNI") and the Electronic Communications Privacy Act.
- b) Collection and Use of PII. MWFN Services may collect personally identifiable information (PII) relating to you and your account in the course of providing Services. Unless you expressly agree otherwise, MWFN Services will use such PII only for the purpose of providing Services, to ensure security of the MWFN Services network, to engage in reasonable network management practices,

as required by government authorities, or where circumstances suggest that individual or public safety is in peril. You consent to such actions and disclosures.

- c) Contact by MWFN. You consent to MWFN Services calling or texting the phone numbers and emailing the email address you supply to it for any purpose relating to Services, including the marketing of its current and future services. You agree that these emails, phone calls or texts may be made using any method, including an automatic dialing system or an artificial or recorded voice, even if the number you provide is a wireless number. Upon your request, the email address or phone number you have previously provided will be removed from MWFN Services' phone and text marketing list. You can make this request by contacting MWFN and asking to be placed on MWFN Services' "Do Not Call or Email" list. You acknowledge that being included in any state or federal "do not call" registry will not be sufficient to remove you from MWFN Services' email, phone and text marketing list.

7. Support and Repairs.

- a) Maintenance Requests. You may request service and maintenance by MWFN Services to diagnose and correct problems with the Service. MWFN Services will, at its own expense, repair damage to or, at its option, replace MWFN Equipment and otherwise attempt to correct interruptions in the Service that may be due to MWFN Equipment or technical malfunction of the system or network operated by MWFN Services. The Midwest Fiber Networks Website contains information regarding contacting MWFN Services for this support.
- b) No Responsibility for Subscriber Equipment. Unless you have obtained a MWFN Services service protection plan, you agree that MWFN Services has no responsibility for the operation of any equipment, software or service other than the Services and the MWFN Equipment. MWFN Services is not responsible for any wiring inside your home or premises, other than that provided by MWFN. If MWFN Services determines that non-MWFN Equipment or cabling connecting your residence to the MWFN Equipment installed on the side of or adjacent to your residence is the cause of a service problem, you agree that MWFN Services may charge you a reasonable fee to resolve such problem.

8. Service Interruptions and Force Majeure.

- a) Maintenance Interruptions. You agree that MWFN Services may conduct maintenance from time to time that may result in interruption of your Service. MWFN will use reasonable efforts to undertake maintenance that may result in interruption during non-business hours.
- b) Service Credit for Outage. You agree that MWFN Services has no liability for delays or interruption to your Services, except in the case of a complete Service outage lasting more than 24 hours, the cause of which is within MWFN Services' reasonable control. In such event, MWFN Services will provide you a prorated credit for the period of such interruption or failure upon request within 30 days of the interruption or failure. In no event shall MWFN Services be required to credit you an amount in excess of applicable service fees for the period that Service was interrupted. MWFN Services will make any such credit on the next practicable bill for your Services. In the event state

and local law or regulation requires other outage credits, the relevant law or regulation will control.

- c) LIMITATION OF LIABILITY FOR INTERRUPTION OF SERVICE. MWFN Services shall have no liability whatsoever for interruption of Services due to circumstances beyond its reasonable control, including without limitation acts of God, flood, natural disaster, vandalism, terrorism, war, regulation or government acts, strikes, labor unrest, civil disturbance, fire, electrical power outage, cyberattack, computer viruses or worms.

9. Modifications to Terms of Service.

- a) Modification by MWFN Services. MWFN Services may modify the Terms of Service, including prices for the Services, and may discontinue or revise any or all aspects of the Services at any time, by posting changes online on the Midwest Fiber Networks website at <https://midwestfibernetworks.com/customer-support>.
- b) Notice of Modification. In the event of a price increase for Services, MWFN Services will notify you in writing no less than 25 days and no more than 90 days in advance of the price increase. The effective date of the change will be listed on the notification. MWFN Services will use reasonable efforts to notify you of other material changes to the Terms of Service typically as a message on an MWFN Services bill to you, or within an email notice of payment. If you do not agree to the changes, you have the right to cancel Services. By continuing to use or pay for the Services, you accept any such changes.

10. Term and Termination.

- a) Term. The Agreement will remain in effect until terminated by either Party or superseded by revisions as provided in the Agreement.
- b) Termination. You may terminate all or any portion of your Services at any time for any or no reason, subject to the terms of any applicable marketing offers or promotions described in the Terms of Service. The Agreement and/or any of the Services may be terminated by MWFN Services at any time without prior notice if (i) you fail to comply in full with all Terms of Service, (ii) you harass or make any express or implied threat of violence, or use derogatory language, towards any employee, representative, agent or contractor of MWFN Services, or (iii) MWFN Services loses the right or ability to use public rights-of-way necessary to serve you.
- c) Method of Termination. You may only terminate your Services as set forth in the Terms of Service. You must provide notification of termination either by phone to 414-459-3550 or by email to customersupport@midwestfibernetworks.com. Attempts to terminate by other methods, including but not limited to writing "Cancelled" (or any other messages) on your bill or check or by making a disconnect appointment that does not result in MWFN Services' physical recovery of the MWFN Equipment, will not terminate this Agreement. Any restrictive covenants (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by MWFN Services shall have no legal effect. Termination of your Service will occur only after MWFN Equipment provided for your use is returned to MWFN. If you fail to return MWFN

Equipment within 90 days following a termination request, you agree to pay MWFN for the full retail value of the non-returned Equipment.

11. Disclaimer of Warranty; Limitation of Liability.

- a) “As-Is” Basis. The Services are provided by MWFN Services on an “as is” and “as available” basis without warranties of any kind, either express or implied, including without limitation warranties of title or noninfringement, or implied warranties of merchantability or fitness for a particular purpose, other than those warranties that are incapable of exclusion, restriction or modification under applicable law. MWFN Services makes no warranty that the Services will be uninterrupted or error free or that the MWFN Equipment will operate as intended. Without limiting the foregoing, MWFN Services does not make any warranty as to the security of your communications, or that third parties will not gain unauthorized access to or monitor your computers or online or voice communications. You agree that MWFN Services will not be liable for such unauthorized access. You have the sole responsibility to secure your computer and other communications.
- b) LIMITATION OF LIABILITY.
 - a. You acknowledge that MWFN Services’ installation, use, inspection, maintenance, repair, replacement or removal of the Services, MWFN Equipment or Software may result in damage to your computers, telephones and telephone answering devices, televisions, recording and playback devices, audio equipment, and Customer Equipment, including software and data files stored thereon, and that MWFN Services shall not be liable for any such damage unless attributable to the gross negligence or willful misconduct of MWFN Services or its agents. You are solely responsible for backing up all existing computer or other software or data files. MWFN Services shall have no liability for any damage to or loss or destruction of any equipment, software, data or electronic files resulting from a virus or other harmful feature or any attempt to remove it.
 - b. In no event will MWFN Services be liable for any direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Services or for any action taken by MWFN Services to protect the Services or MWFN Services’ network or facilities. MWFN Services’ liability for all categories of damages shall not exceed a pro rata credit for the monthly fees (excluding all nonrecurring charges, regulatory fees, surcharges, fees and taxes) you have paid to MWFN Services for the service during the ninety (90) day period prior to when such claim arose, which shall be your sole and exclusive remedy regardless of the type of claim or nature of the cause of action, to the extent the foregoing is not limited by applicable law.

12. Indemnification.

You agree to defend, indemnify and hold harmless MWFN Services, its parents, affiliates and subsidiaries, and their respective owners, equity holders, officers, directors, employees, agents, contractors and service providers from claims or damages relating to or arising out of (i) your breach of the Terms of Service; (ii) your use (or any use on your account) of the Services or any MWFN

Equipment, including but not limited to any claims or damages arising out of the malfunction of Services or Equipment; (iii) your use of the Services in violation of applicable laws or regulations; or (iv) any claims for infringement of any intellectual property rights arising from or in connection with the use of the Service on your account. You agree that none of the parties listed in this paragraph shall be responsible for any third-party claims that arise from use of the Services or the MWFN Equipment and you agree to reimburse MWFN Services for all costs and expenses related to the defense, settlement or judgment with respect to any such claims.

13. Arbitration.

- a) If you have a Dispute with MWFN Services that cannot be resolved through discussions and you wish to continue to pursue the Dispute, you must submit the Dispute for arbitration rather than litigate the Dispute in state or federal court, except as described in Subsection 13(e) below. The term “Dispute” means any dispute, claim or controversy between you and MWFN Services, whether based in contract, statute, regulation, ordinance, tort (including without limitation intentional acts or omissions) or any other legal theory, including the validity, enforceability or scope of this Section 12. Arbitration means that you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. You agree that the Federal Arbitration Act governs the arbitrability of all Disputes, even if the substance of the Dispute is governed by state laws or regulations.
- b) To initiate arbitration, you may open a case with the American Arbitration Association (“AAA”). The arbitration will be governed by the Consumer Arbitration Rules of the AAA. A single arbitrator will resolve the dispute and will make any award in writing with a statement of the reasons supporting the award. Any arbitrator award may be entered in any court having jurisdiction over the parties for the purposes of enforcement. The arbitration will take place at a location reasonably convenient to you and MWFN Services in the area where you receive Service from MWFN Services. The parties will bear their own costs and fees of arbitration.
- c) You agree that you shall not bring any dispute to be arbitrated or litigated on a class action, consolidated or aggregated basis or based on claims brought in a purported representative capacity on behalf of the general public, other subscribers or persons. No claim or dispute subject to arbitration under the agreement may be combined with a claim subject to resolution before a court of law.
- d) You must give MWFN Services notice of a dispute within one (1) year of the occurrence of the event or facts giving rise to the dispute (except for billing disputes about which you must contact MWFN within thirty (30) days). If you do not do so, you waive the right to pursue any claim or dispute based on such event or facts.
- e) You agree that the following Disputes you may have with MWFN Services will not be subject to arbitration: (i) any claim filed by you in which the amount in controversy is properly within the jurisdiction of court that is limited to hearing small claims, (ii) any Dispute over the validity of any party’s intellectual property rights, (iii) any Dispute arising out of or related to allegations associated with unauthorized use or receipt of Service, and (iv) any Dispute that can only be brought before the local franchise authority in your area under the terms of any MWFN Services franchise.

14. Consent to Electronic Notice.

You agree that all notices required or contemplated hereunder may be provided by MWFN Services via electronic means by either email or online posting at the Midwest Fiber Networks' Website. These notices may include notices of changes to the Agreement or any associated policies and price lists.

15. Assignment.

You understand that the Services are being provided only to the location identified on your Services order and that you are not allowed to transfer all or any portion of the Services, or MWFN Equipment, to any other person, entity or location, including a new residence. You may not assign the Agreement. MWFN Services may transfer or assign any portion or all of the Agreement, subject to any applicable laws.

16. Effect of Applicable Law.

The Terms of Service are subject to all applicable federal, state and local laws in effect in the jurisdiction in which you receive Service. If any provision of the Terms of Service contravenes or is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any law or regulation than are set forth in any provision in the Terms of Service, then the terms of such law or regulation shall take priority over the relevant provision of the Terms of Service.

17. Entire Agreement.

The Terms of Service constitutes the entire agreement between MWFN Services and you. The Terms of Service supersedes all previous written or oral agreements between MWFN Services and you. You are not entitled to rely on any oral or written statements by MWFN Services' representatives if these statements are not consistent with the Terms of Service.