



Internet Handbook

Handbook is subject to change.

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Internet

Products and Services

RS Fiber provides residential Internet access through fiber-to-the-home and RS Air rural broadband Internet service. Not all services are available to all areas. Call your local Customer Care Representative for details.

Internet Features:

- Utilize up-to 6 free email accounts with RS Fiber EdgeWave™ spam filter.
- Enjoy family-friendly web content filtering.
- Get free local Internet and computer support over the phone.

GigaHome WiFi and Mesh Units

Looking to stream, play games, download, listen to music, check email, surf the web, and more from your personal computer or internet-ready streaming devices and video game consoles within your home? Now you can—wirelessly and at gigabit speeds with RS Fiber's GigaHome WiFi! We've got the most reliable network and the highest capacity in the area.

Want to extend your WiFi to places you thought it could never possibly reach? You can do that too with Mesh WiFi! Blanket your home in WiFi and boost your service everywhere inside and even around it outside! With the addition of Mesh Units to your GigaHome Gateway, now you can experience whole-home coverage and the same gigabit Internet speeds and reliability in every corner of your home—and beyond. Visit rsfiber.coop/residential/internet to learn more.

Getting Started with your RS Fiber EdgeWave™ Spam Filter Service

Protect your confidential information from phishing attempts and your computers and network from harmful viruses with RS Fiber's EdgeWave™ spam filter. Access and manage your account from anywhere through the easy-to-use online interface.

For more information on EdgeWave™ Spam Filter, please see the RS Fiber EdgeWave™ Spam Filter guide which is available online at rsfiber.coop/support/internet or for pick up at your local office.

Getting Started with your RS Fiber Webmail Service

Access, manage, and view your emails, contacts, calendar, and more with an RS Fiber email account. The easy-to-use interface and abundant options provide any user with everything they need from an email account. Plus, gain peace of mind by protecting your personal information from phishing attempts and your computers and network from harmful viruses with an EdgeWave™ spam filter.

For more information on Webmail, please see the RS Fiber Webmail guide which is available online at rsfiber.coop/support/internet or for pick up at your local office.

Policies and Procedures

Broadband Internet Service Disclosures

Updated June 2018

Consistent with FCC regulations¹, RS Fiber Cooperative ("RS Fiber") provides this information about our broadband Internet access services. We welcome questions or comments about this information. You may contact us at support@rsfiber.coop or (800) 628-1754.

Network Practices

General description. We provide a variety of broadband Internet access service offerings to our residential and business customers. We provide the services over our broadband network and through third-party fiber optic lines connecting to the Internet. We also contract with one or more companies for certain network monitoring and management services. We monitor our network and traffic patterns and make changes we deem necessary to manage and improve overall network performance. We use reasonable, nondiscriminatory, network management practices to improve overall network performance to ensure a high-quality online experience for all users. Our network management practices do not target any specific content, application, service, or device. As network management issues arise and as technology develops, we may employ additional or new network management practices. We will update these disclosures as necessary.

Related documents and disclosures. Use of our Internet service is also governed by:

- RS Fiber Internet Acceptable Use Policy, available at rsfiber.coop/policies



- RS Fiber Cable Privacy Statement, available at rsfiber.coop/policies
- RS Fiber Residential Acceptable Use Policy and Customer Agreement, available at rsfiber.coop/policies
- RS Fiber Commercial Acceptable Use Policy and Customer Agreement, available at rsfiber.coop/policies

Congestion Management Practices used

Congestion Management. We describe in this section network management practices used to address congestion on our network.

Network monitoring. We monitor our network for utilization trends. We monitor network traffic and congestion on a daily basis. We use this information to plan increases in bandwidth availability, port additions, or additional connectivity to the Internet. We place no limitations on data usage.

Types of traffic affected. Our congestion management practices do not target any specific content, application, service, or device.

Purposes of congestion management practices. Our Internet network is a shared network. This means that our customers share upstream and downstream bandwidth. The goal of our congestion management practices is to enable better network availability and speeds for all users. Our congestion management practices serve to:

- Help us adapt and upgrade our network to maintain or improve network performance as demand for our Internet service increases.
- Help us adapt and upgrade our network to maintain or improve network performance as demand for higher bandwidth applications increases.
- Some examples of higher bandwidth applications are gaming, streaming movies, and streaming high-definition video.
- Help us identify potential bandwidth abusers.

Congestion management criteria. Our network monitoring provides data to help us plan upgrades to our network, equipment, technology, and connectivity to the Internet. As demand for our Internet service increases, and as demand for higher bandwidth applications increases, we monitor effects on network performance and plan upgrades as we deem necessary to meet advertised speeds.

Effects on end user experience. Because our Internet service network is a shared network, periods of high network demand may result in Internet traffic congestion. Our network monitoring practices are continually conducted and adjustments made accordingly to provide end users with the best possible experience.

Typical frequency of congestion. Congestion tends to occur during periods of peak demand for higher bandwidth applications, however, because of continual network monitoring, we are able to make adjustments to ensure that customers are not adversely affected during peak periods. Generally, the frequency of congestion tends to increase from 7 p.m.–11 p.m., especially on Friday and Saturday nights as well as holidays.

Application-Specific Practices. We do not manage congestion by restricting or managing any specific protocol ports, fields, or applications.

Device Attachment Rules. This section addresses any limitations on attaching lawful devices to our network.

Fiber-to-the-Home Internet Service. Our fiber-to-the-home service requires connection of a residential gateway device and Optical Network Terminal (ONT) to our network. We provide and install the ONT, and you can obtain a residential gateway device from us or you may purchase one from most retail electronics sellers.

Terrestrial Fixed Wireless Service. Our terrestrial fixed wireless service requires connection of a residential gateway device to a directional radio antenna that receives a signal from our tower. We install the directional antenna, and you can obtain the directional radio antenna and residential gateway device from us, or you may purchase the residential gateway device one from most retail electronics sellers.

Network and End User Security. This section provides a general description of the practices we use to maintain security of our network and end users, including triggering conditions.

Practices used to ensure network and end-user security, including triggering conditions. In general, we promptly address any event originated by a customer or customer equipment that negatively affects others' use of the network. Our practice is to first contact the customer causing the problem, and if we received no response, we terminate that customer's service until the problem is corrected.

Practices used to Ensure Network Security, Including Triggering Conditions Hostile port blocking. We do not block ports, unless our network comes under attack from viruses or other "malware." In such cases, we block that specific port until the attack ceases, at which time we remove the block. In all other instances we allow the customers to manage their own connections to the Internet without interference due to port blocking by us.

Virus and Spam filtering. We filter all outbound email traffic for viruses and spam. Our inbound virus and spam filtering is performed by a third-party

provider. Our contractor performs industry standard virus scanning and prevention techniques on our email platform for mail inbound from the public network. Should an email message be found to contain a virus or other harmful content, the message will be deleted without notification given either to the sender or the intended recipient(s).

Misuse of System Resources. To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in our network are strictly prohibited.

Practices used to ensure end-user security, including triggering conditions.

Hostile port blocking. We do not block ports unless our network comes under attack from viruses or other “malware.” We allow customers to manage their own connections to the Internet without interference due to port blocking by us.

Virus and Spam filtering. We offer customers antivirus software and spam filtering services.

Performance Characteristics

General Service Description. Our fiber-to-the-home Internet service product includes wiring, an Optical Network Terminal (ONT) and a residential gateway device. Our fixed terrestrial wireless Internet service product includes wiring, a directional radio antenna, and residential gateway device. Through our Internet service products, we serve as a local Internet service provider. Our Internet service products enable residential and commercial subscribers to access all lawful content, applications, and services of their choice available on the Internet.

Fiber-to-the-Home Internet service technology. We deliver our fiber-to-the-home service over our fiber-optical network. Customers access our network using a residential gateway device. To connect from our network to the Internet, we use equipment called an Optical Network Terminal (ONT) and a residential gateway device that acts as a gateway to the Internet for our customers’ personal computer or routers. This is a shared network, which means that our customers share upstream and downstream bandwidth.

Terrestrial Fixed Wireless Internet service technology. We deliver our fixed terrestrial wireless Internet service over our network. Customers access our network using a directional antenna, typically mounted on the roof, and a residential gateway device. We use a high-capacity T-carrier X to broadcast the signal from a tower, and the directional radio antenna mounted on the roof of our customers’ home or office receives the signal from the tower. To connect from our network to the Internet, we connect the directional radio antenna to a residential gateway device that acts as a gateway to the Internet for our customers’ personal computer or routers. This is a shared network, which means that our customers share upstream and downstream bandwidth.

Expected and Actual Speeds and Latency. We offer customers a variety of Internet service levels. We provide a description of the expected maximum transfer speeds associated with each service level in the Consumer Labels for Broadband services, available at rsfiber.coop/policies. We provision all Internet service levels approximately 200 kbps greater than each level of service to ensure customers generally experience transfer speeds corresponding to the level of service to which they subscribe. We test our network routinely to address any issues concerning network congestion. Our goal is to provide the customer with the speeds they have subscribed to.

Speed. The speeds we identify for each Internet access service level are the maximum upload and download speeds that customers are likely to experience. We provision our equipment and engineer our network to deliver the speeds to which our customers subscribe. However, we do not guarantee that a customer will actually achieve those speeds at all times. A variety of factors can affect upload and download speeds, including customer equipment, network equipment, congestion in our network, congestion beyond our network, performance issues with an Internet application, content, or service, and more.

Latency. Latency is another measurement of Internet performance. Latency is the time delay in transmitting or receiving packets on a network. Latency is primarily a function of the distance between two points of transmission, but also can be affected by the quality of the network or networks used in transmission. Latency is typically measured in milliseconds, and generally has no significant impact on typical everyday Internet usage. As latency varies based on any number of factors, most importantly the distance between a customer’s computer and the ultimate Internet destination (as well as the number and variety of networks your packets cross), it is not possible to provide customers with a single figure that will define latency as part of a user experience.

Actual speed and latency performance. Actual speed and latency performance for our fiber-to-the-home and terrestrial fixed wireless Internet service follows.

Fiber-to-the-Home service. The FCC has reported that customers of fiber-to-the-home based broadband Internet services receive mean download speeds that are within 114% of advertised speeds during non-peak hours, and 113.5% of advertised speeds during peak hours.⁵ In addition, the FCC has reported that these same customers experience average latency⁶ delays of 17 milliseconds, increasing by an average of 18 milliseconds during peak hours. Our data indicates our fiber-to-the-home service latency ranges from 1 to 3 milliseconds.



Terrestrial Fixed Wireless service. RS Fiber fixed wireless-based broadband Internet services receive mean download speeds that are within 95% of advertised speeds during non-peak hours, and 93% of advertised speeds during peak hours. Our data indicates our terrestrial fixed wireless service latency ranges from 1 to 9 milliseconds.

Customer Speed Test. We provide a customer speed test for our customers, available at rsfiber.coop/support Should a customer experience a problem, we will dispatch a service technician within a 24-hour period.

Suitability of the Service for Real-time Applications. Each of our Internet services are suitable for typical real-time applications including messaging, voice applications, video chat applications, gaming, and Internet video. If users or developers have questions about particular real-time applications, please contact us at info@rsfiber.coop or (800) 628-1754.

Commercial Terms

Prices. Monthly prices for our Internet access service are available at rsfiber.coop/support/documents-links.

Privacy Policies. From time to time, we may need to disclose anonymized network traffic information to third parties solely for purposes of providing and maintaining our Internet service product or if required by law. We reserve the right to do so. For further information on our privacy policies, see our Internet Acceptable Use Policy and Cable Subscriber Privacy located at rsfiber.coop/policies.

Illegal or Indecent Content. Use of any RS Fiber service to make any illegal, indecent or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice.

Inspection of network traffic. We routinely monitor network and traffic patterns.

Virus and Spam filtering. We filter all outbound email traffic for viruses and spam. Inbound email traffic filtering is a subscription based service provided by a third party provider. We make available to customers a filtering service, at their option, that is all inclusive for website protection.

Storage of network traffic information. Dynamic Host Configuration Protocol (DHCP) information is a code included in all network traffic that associates that traffic with a particular cable modem or customer equipment sending or receiving the traffic. We store DHCP information for at least 6 months.

Provision of network traffic information to third parties. We may disclose network traffic information to third parties solely for purposes of providing and maintaining our Internet service product or if required by law.

Use of network traffic information for non-network management purposes. Not applicable.

Redress Options; end-user complains and questions. End users or edge providers with complaints or questions relating to these disclosures should contact our Network Operations Manager or use our website to contact Customer Care, available at rsfiber.coop/contact-us, to submit complaints or questions. We will endeavor to answer questions promptly via email or voice. For complaints, we will provide an initial response in writing within 15 business days of receipt. We will attempt to resolve complaints informally, escalating the matter to senior management if needed.

¹ 47 CFR 8.3 and In re: Preserving the Open Internet, Broadband Industry Practices, Report and Order, 22 FCC Rcd 17905 (2010). ² See FCC's Office of Engineering and Technology and Consumer Affairs Bureau, Measuring Broadband, A Report on Consumer Wireline Broadband Performance in the U.S., OET CGB DOC-308828A1, pp. 4-6 (Aug. 2, 2011) (available at: http://transition.fcc.gov/cgb/measuringbroadbandreport/Measuring_U.S._-Main_Report_Full.pdf). ³ The FCC has defined peak hours measured during "busy hour" as weeknights between 7:00 p.m. and 11:00 p.m. local time. ⁴ The FCC has defined latency is the total length of time it takes a signal to travel from an origination point to the nearest server, plus the time for an acknowledgement of receipt to travel back to the origination point. The nearest server is the server providing the minimum round trip time. ⁵ The FCC has defined peak hours measured during "busy hour" as weeknights between 7:00 p.m. and 11:00 p.m. local time. ⁶ The FCC has defined latency is the total length of time it takes a signal to travel from an origination point to the nearest server, plus the time for an acknowledgment of receipt to travel back to the origination point. The nearest server is the server providing the minimum round trip time.

Internet Acceptable Use Policy

RS Fiber Cooperative (RS Fiber) provides Internet access, email, hosting and other web site related services to its customers. To protect the interests of all its customers and to ensure optimal service levels at all times, RS Fiber has developed the following Acceptable Use Policy (AUP) for customers as a guide to their rights and responsibilities when utilizing any and all of the services provided by RS Fiber. Use of any of the services offered by RS Fiber to any customer will constitute acknowledgment of and agreement to the terms outlined in this document. Residential Internet service is limited to a single residential unit only. This AUP may be revised in part or in full and at its sole discretion by RS Fiber. Continued use of services offered by RS Fiber after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions that may have been made to the AUP. It is RS Fiber's policy to never request private information from you such as your password, driver's license or social Internet security number through an email correspondence. Should you receive such a request, please consider carefully before replying as

THESE ARE NOT COMING FROM RS FIBER. However, RS Fiber is required by FCC regulation to inform you, the customer, by electronic methods when available, that a change has been made to your account. If you should receive such a message and you have not made a change to your account, then please contact us immediately.

Responsibility For Compliance

You are solely responsible for all activities that occur under your account. You have sole responsibility for ensuring that anyone who uses RS Fiber's services through your account understands and complies with this AUP. You are solely responsible for any violations of this AUP, whether by you or by anyone using the services through your account.

Content

All services provided by RS Fiber may be used strictly for lawful purposes only. RS Fiber does not monitor, censor, edit or take any responsibility whatsoever for customer content or communications from within the network controlled by RS Fiber, except in as much to determine if violations of the AUP have occurred once suspected violation has been brought to the written attention of the Abuse team at RS Fiber. Customers are fully and solely responsible for the content and use of their service as provided by RS Fiber and each and every customer should ensure that their use falls within the guidelines of this AUP. RS Fiber cannot and will not monitor, censor, edit or otherwise interfere with information or content customers may retrieve from sources outside the RS Fiber network, even when such information is made available to customers through material deliverable to any site or service maintained by RS Fiber, such as email. Because of this, RS Fiber will not be responsible for injury or liability to any customer resulting from communications that may be offensive, misleading, illegal, or otherwise unsuitable in the view of the customer. Customers further agree to indemnify and hold harmless RS Fiber or any of its subsidiaries from claims resulting from the use of any provided service, which damages the customer of any other party.

Commercial Advertising—Email

The sending of unsolicited email (spamming) from RS Fiber server or referencing a domain hosted by RS Fiber in any spam, whether originating from the RS Fiber network or not, is forbidden. Should any such abuses be found whatsoever, RS Fiber reserves the right to immediately and without notice terminate the account of the offending customer. Sites that promote, sell, or otherwise provide access to spam software products or email lists or bulk email addresses are not permitted on any RS Fiber server.

Misuse Of System Resources

To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in the RS Fiber network are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time; use of server space for backup or storage of material unrelated to the website of an account; use of any provided mail services other than for the customer's own account; resale of disk space without an appropriate resellers agreement; use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration; distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all type sites.

Illegal Or Indecent Content

Use of any RS Fiber service to make any illegal, indecent or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see Consequences of Unacceptable Use.

Privacy Of Children

We are committed to protecting the privacy of children. The general RS Fiber websites are not intended for or designed to attract children under the age of 13. However, at rsfiber.coop/tv2go.com we provide a link to WATCH Disney Channel. You can access Disney's "Children's Privacy Policy" directly from the privacy.thewaltdisneycompany.com website. Please visit rsfiber.coop/privacy-policy to review RS Fiber's Website Privacy Policy.

Intellectual Property

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership, or trade secrets (collectively, "Intellectual Property Rights") held by any third party entity is prohibited. RS Fiber may remove or suspend accounts that infringe on Intellectual Property Rights held by third parties when notified that such infringement exists or is alleged to exist. Accounts that repeatedly engage in such violations are subject to termination without notice.

Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid legal documentation must be provided for action related to content on sites within the RS Fiber network. In no instance will RS Fiber be responsible for individual site material for which no authoritative documentation has been provided.



Other Activities

Any activity not defined above, but judged by RS Fiber at its sole discretion to be harmful to other customers or general operations of the network, will be addressed on a case by case basis.

Consequences Of Unacceptable Use

RS Fiber reserves the right to suspend or terminate customer's access to its services upon notice of a violation of this policy. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of customer, shall be considered violations of this policy by customer.

Copyright Complaints

The RS Fiber Cooperative official designated agent to respond to allegations of copyright infringement in accordance with the Digital Millennium Copyright Act, is identified below, along with contact information. The act requires the complainant to include certain information in a complaint, and providing that information in the initial contact may help speed resolution of the complaint. If RS Fiber receives more than one Notice of Copyright Infringement on the customer's part, the customer may be deemed a 'repeat copyright infringer.'

Digital Millennium Copyright Act

The Digital Millennium Copyright Act specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following elements:

- A physical or electronic signature
- Identification of the infringed work
- Identification of the infringed material
- Contact information for the complainant, e.g. address, phone number, electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or the law
- A statement that the information contained in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act

Filing A Copyright Counter-Notification

You will want to consult an attorney for legal advice. However, if you believe that your service was not used to commit the alleged infringement, you believe that you have legal ownership of the material in question, or you have another legal right to file a counter-notice, you can file a copyright counter-notification with RS Fiber Cooperative.

Note: When you file a copyright counter-notification, RS Fiber Cooperative will forward your notification to the copyright holder or its designated agent. This means that your notice, including your name, address and contact information will be shared with the copyright holder or its designated agent.

Visit our policies page at rsfiber.coop/policies and click *DMCA (Digital Millennium Copyright Act) Counter-Claim* for information on how to file a copyright counter-notification.

Agent Contact Information:

Authorized Agent Subsentio LLC
Phone: (877) 510-4357, Option 4
Email: copyright@hbc.com

Residential Acceptable Use Policy and Customer Agreement

RS Fiber Cooperative is a Broadband Internet access service (the "Service") owned and operated by RS Cooperative ("RS Fiber"). The following Residential Acceptable Use Policy and Customer Agreement (the "AUP") applies to all individuals (collectively, "you") who subscribe to or use or access the Service, including access of the RS Fiber. network through ("rsfiber.coop"). References to RS Fiber in this AUP include RS Fiber its parent company and its subsidiaries and other affiliates.

Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 19 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

Collection Costs: If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

You must be 18, in good financial standing with RS Fiber and have paid the appropriate subscription fee to sign up for an account with RS Fiber. (Please note: Parents who sign up for their children or allow their children to access their account, will be held responsible for all AUP violations associated with that account.) By accessing the Service, you agree to be bound by all of the following terms and conditions of this AUP as it may be amended from time to time. If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of RS Fiber in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

You must provide and are responsible for all computer hardware and other equipment necessary to access or use the Service. At a minimum, this includes a computer meeting the following system requirements:

- Microsoft Windows Server 2008 and above, Windows 7, 8 and 10.
- Mac OS currently supported by Apple, Inc.

You may lease equipment, including modems and routers, from us. Customer Equipment is not recommended for use if it does not meet our minimum technical or other specifications including, but not limited to, modems not currently certified by us as compatible with Internet and other Customer Equipment, including, but not limited to: certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. We reserve the right to deny support for the Service and/or terminate Service if you use a configuration that does not meet our minimum technical or other specifications.

If you use your own or non-recommended equipment and it fails to operate and/or causes damage, RS Fiber will not be liable whatsoever for any such damage, failure to operate, or failure to attain advertised Internet speeds. **PLEASE BE ADVISED THAT ACTUAL INTERNET SPEEDS MAY VARY BASED ON THE TYPE AND CONDITION OF WIRED CONNECTIONS AND CUSTOMER EQUIPMENT UTILIZED.**

We have no responsibility for the operation, support, maintenance or repair of any Inside Wiring unless you have opted for our wire maintenance plan. Details of the coverage and exclusions are available at www.rsfiber.coop/support.

We have no responsibility for the operation, support, maintenance or repair of Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service, we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, routers, at any time we determine it is necessary to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service.

RS Fiber does not provide technical assistance for third-party hardware or software, including but not limited to home networks. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product.

You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by RS Fiber. You may attach equipment of your choosing that is interoperable with the Equipment and the Service, provided it does not harm the Equipment, Service, or RS Fiber's network. If you do attach equipment that harms the Equipment, Service, or RS Fiber's network, you will be subject to liability for damages and/or criminal prosecution.

1. Use of the Service

The Service is designed for personal and family use within a single household. You agree that only the Service account holder and co-residents living in the same household will use the Service. The term 'single household' means the customer's home and includes an apartment, condominium, flat or other residential unit that may be used as a household. The Service is being provided solely for use in your household and any unauthorized access by a third party to the Internet, or any other function of the Service, relieves RS Fiber of any affirmative obligations it may have, and is in violation of this AUP.

You will not use, nor allow others to use, the Service to operate any type of business or commercial enterprise, including but not limited to, IP address translation or similar facilities intended to provide additional access. You will not advertise that the Service is available for use by third parties or unauthorized users. You will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, including but not limited to wireless technology.

2. Internet Use and Content

You assume total responsibility and risk for your use of the Service. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, as well as the quality and merchantability of all merchandise, provided through use of the Service or on the Internet generally. You are responsible for any misuse of the Service that occurs through your account, whether by a member of your household or an authorized or unauthorized third-party. You agree that all information you provide any merchant, organization or service provider while using the Service for purposes of making purchases or conducting business will be accurate, complete and current. You are



responsible for payment of any and all charges incurred by users of your account, including payment of any applicable taxes, relating to purchases on the Service.

You are responsible for any text, communication, software, images, sounds, data or other information ("Content") that you upload, email, transmit or otherwise make available through your use of the Service. You understand further that the Internet contains unedited materials some of which are offensive, indecent or objectionable. You access such materials at your own risk. RS Fiber has no control over and accepts no responsibility whatsoever for such Content.

3. Conduct on the Service

You are prohibited from violating or attempting to violate, or allowing others to violate, the security of RS Fiber Cooperative or using, or allowing others to use, the Service for illegal purposes. Any violations may result in termination of your account, additional Service fees, prosecution under federal and/or state law and/or civil or criminal penalties to you. To the extent permitted by law, RS Fiber will cooperate with the appropriate governmental, regulatory, and/or law enforcement agencies if a criminal violation is suspected.

Examples of violations, include without limitation, engaging in, or allowing others to engage in, the following:

- Any restriction or inhibition of any other valid RS Fiber subscriber from use of the Service or access to the RS Fiber Cooperative network.
- Allowing unauthorized access to your account;
- Use of your account to provide inbound traffic to your site (such as creating server services);
- Use of your account to engage in any form of commercial sales or other clearly non-residential uses;
- Any download, receipt, upload, post, publication, reproduction, transmission, or other distribution or the facilitation of distribution of any Content that:
 - is a web page, website, files transfer protocol server, file server or game server whose daily average data transfer negatively impacts the Service;
 - contains a virus, bot, trojan horse, worm, constitutes a denial of service attack, or other computer code, file, program or information such as any lock, key, bom, worm, cancelbot, or other harmful feature that is designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
 - is unlawful, fraudulent, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable material of any kind, including without limitation any transmissions inciting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law (including without limitation the U.S. export control laws and regulations and the Children's Online Privacy Protection Act);
 - creates any type of spam, mass distribution or other unsolicited email, advertisement, or newsgroup posting inappropriate to the rules of that newsgroup, for any purpose whatsoever, that circumvents the approval process for posting to a moderated Newsgroup, or that "floods", "newsbombs" or otherwise disrupts users of Newsgroups by posting a large number of messages to a Newsgroup with the intent to hinder normal discussion, cancel messages of others (except as authorized moderator), send excessive quantities of data to a Newsgroup, post binary files to Newsgroups that do not expressly permit them; or download any Newsgroup in bulk unless expressly permitted;
 - infringes the patents, trademarks copyrights, trade secrets or proprietary rights of any other person or entity (including without limitation the digitization of music, movies, photographs or other copyrighted material or software);
 - harms minors;
 - impersonates any person or entity, falsifies your user name, company name, age or identity, or contains a forgery of anyone else's digital or manual signature.
- Any post, publication, transmission, reproduction, or distribution that in any way exploits any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- Any attempt to disrupt or penetrate the security of the Service or any attached network service or other computer system for any purpose whatsoever, including, but not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending excessive data transfers that exceed consumption limits that are now in place or may be established in the future for the package or tier of service to which you subscribe, modifying or altering in any manner any modem, or modem configuration, so as to allow its use beyond the parameters outlined by the specific level of service to which you subscribe, use of a static or dynamic IP address not authorized and provisioned by RS Fiber, altering any IP address provisioned by RS Fiber or otherwise cloning another user's IP address, use of the Service to disrupt other Internet Service Providers or services, including but not limited to email bombing or the use of mass mailing programs, or in any way altering or modifying Service or tampering with the RS Fiber equipment or service or permitting any other person to do the same who is not authorized by RS Fiber;
- Access of any directory structure within the Services file system(s) which is not either the home directory assigned to that user or a temporary directory in the /tmp tree;
- Leaving files within a temporary storage area (i.e. /tmp) for more than 48 hours;
- Any intentional or unintentional violation of any applicable local, state, federal or international law;
- Access of any account which you are not authorized to access or attempt to penetrate security measures of the Service or other computer

systems;

- Use of tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools;
- Participating in, or allow others to participate in, the collection of email addresses, screen names, or other identifiers of others (without their prior express consent), a practice known as spidering or harvesting, or participate in the use of software (including “adware” or “spyware”) designed to facilitate this activity; or
- Forging, altering, or removing electronic mail headers or message header of any other electronic transmission, deceiving any recipient as to the identity of the sender through any process, and referencing, or allowing others to reference RS Fiber or the RS Fiber network (e.g., by including “HBC” or “Hiawatha Broadband” or similar term in the header or by listing an IP address that belongs to RS Fiber) in any unsolicited email even if that email is sent through the RS Fiber network or Service (in addition to the prohibition on sending spam addressed above).
- Participating in or allowing others to participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet (“Chat Rooms”) that you or person using your service has been banned from using. You will not, nor allow others to violate the Acceptable Use Policy of the server or Chat Room. In addition, you will not, nor allow others to: flood or scroll such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as “bots” or “clones” to participate in Chat Rooms unless you are physically present at your computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that you are not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge alter, or hide your identity (other than by using a nickname from which RS Fiber may, if necessary, determine your real name).

4. Security

You acknowledge and agree that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of your equipment. You are responsible for taking and should take all appropriate security measures when using the Service. This includes but is not limited to procuring and installing patches, any and all anti-virus and firewall software/hardware and operating system patches, updates, or supplements that may be necessary for (i) the protection and maximum functionality of your computer and related equipment and (ii) the protection of RS Fiber’s network and other customers. For purposes of clarification, RS Fiber hereby disclaims any and all responsibility and liability for any damages that may arise from your failure to procure or install the aforementioned security software and /or hardware.

You agree that RS Fiber may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate Spam. RS Fiber may take other actions to manage or protect its network or to benefit the greatest number of its subscribers, including, but not limited to, traffic prioritization and protocol filtering. In addition, RS Fiber may, without liability, immediately suspend or terminate access by Customer to the network, with or without notice to you, to secure its network. RS Fiber may take these actions in situations including, but not limited to, where your computer becomes infected with any Virus, that RS Fiber believes, in its sole discretion, may harm the RS Fiber network or disrupt the performance of the Service for other users or where you are transmitting or are otherwise connected with what RS Fiber considers in its sole discretion to be spam. You agree that RS Fiber is entitled to damages if you are transmitting or is otherwise connected with spam.

You are solely responsible for the security of any device connected to the Service, including any data stored on that device. RS Fiber recommends that you take appropriate security precautions for any systems connected to the Service. You are responsible for securing any wireless (WiFi) networks connected to your Act Service. Any wireless network installed by you or an RS Fiber representative that is unsecured or “open” and connected to the RS Fiber network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in Section 1 and 3 above.

5. No Excessive Use of Bandwidth

If RS Fiber determines, in RS Fiber’s sole discretion, that you are using an excessive amount of bandwidth over the RS Fiber network infrastructure for Internet access or other functions using public network resources, and which we deem disruptive to or harmful to RS Fiber’s network and other users, we may adjust your Service and/or adjust, suspend or terminate your account at any time and without notice.

6. Other Service Providers’ Acceptable Use Policies

RS Fiber obtains services from and relies upon many other entities to provide the Service to you. Where you access services of other entities through the Service, you agree to and shall abide by the acceptable use policies of such other entities.

6.1. International Use: The Internet is global. As such, you agree to comply with all local rules regarding online conduct and acceptable Content, including without limitation, United States export control laws and/or other federal rules and regulations restricting exports.

6.2. Links: The Service may provide links to sites operated and controlled by third parties. RS Fiber has no control over such sites and you acknowledge and agree that RS Fiber is not responsible for the availability or content on such sites and does not endorse such sites.



6.3. Monitoring the Service: RS Fiber respects your privacy. By using the Services, you agree to adhere to our Privacy Policy, which is incorporated by reference into this AUP. Thus, we strongly recommend that you review our Privacy Policy (rsfiber.coop/privacy-policy) before using the Services.

RS Fiber has no obligation to monitor content. However, you agree that RS Fiber has the right to monitor the Service electronically, including but not limited to content and Customer equipment as it may affect the service, from time to time in accordance with RS Fiber's Privacy Policy, and as required by law, regulation or court order.

For content on RS Fiber's servers, RS Fiber reserves the right at all times and without notice and you agree that RS Fiber has the right to refuse to post, to remove, restrict access to, or make unavailable any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this AUP, including but not limited to content it considers obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in RS Fiber's possession about or related to you, your use of the Services or otherwise as RS Fiber deems necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers.

You agree that RS Fiber may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth here and in RS Fiber's Internet Service Privacy Statement. Visit rsfiber.coop/privacy-policy to view RS Fiber's Privacy Policy.

7. Customer Payment Obligations

7.1. Monthly Service Fees: RS Fiber will bill you a standard monthly fee for the Service. You agree to pay the bill by its due date and to be responsible for any and all charges, damages and costs that you or anyone using your account incurs. If you lease equipment from RS Fiber, additional monthly charges will apply. In addition, you agree to pay all applicable taxes. RS Fiber may also charge a monthly support maintenance fee or a per instance support charge, depending on your location, for technical support services related to the Service including, but not limited to repairs, or for any Service features. RS Fiber may change the amount of the standard monthly fee, the Internet equipment rental fee, or any applicable monthly maintenance fee upon thirty (30) days written notice. RS Fiber will identify any per instance support charges to you prior to providing any technical support that would result in such charge(s).

7.2. Installation Fees: RS Fiber may charge you a one-time installation fee.

7.3. Late Fees, Collections Expenses and Termination for Unpaid Balances: If your payments are not current, RS Fiber may impose a late fee, or the Service may be disconnected without notice, and RS Fiber may remove RS Fiber's equipment from your premises. You will also be liable to pay RS Fiber for all attorneys' fees, collection fees or other expenses arising from efforts to collect any unpaid balances on your Account.

7.4. Charges for Online Services, Internet Transactions or Toll Charges for Dial-Up Service: Through use of the Service, you may access certain information, products, and services of others, for which there is a charge. These include, for example, certain online services such as America Online. You agree that you are solely responsible for all fees or charges for these online services, products or information.

8. No Service Warranties

THE SERVICE IS 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 OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RS FIBER DOES NOT WARRANT THAT THE SERVICE (I) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR (II) THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED OR (III) THE SERVICE WILL MEET YOUR REQUIREMENTS.

RS FIBER DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO CONNECT AT MAXIMUM CONNECTION SPEED. YOU UNDERSTAND AND AGREE THAT RS FIBER DOES NOT GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE RS FIBER NETWORK OR THAT ANY SPEED OR THROUGHPUT OF YOUR CONNECTION TO THE RS FIBER NETWORK WILL BE AVAILABLE TO YOU. You understand and agree that the speed of the Service provided at your site will vary depending upon a number of factors, including your computer system(s) and associated equipment, Internet traffic, and associated equipment, and other factors such as system capacity limitations, governmental actions, events beyond RS Fiber's control, and System failures, modifications, upgrades and repairs.

NO ADVICE OR INFORMATION GIVEN BY RS FIBER, ITS AFFILIATES, LICENSEES OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY.

You understand further that, except for information, products or services clearly identified as being supplied by RS Fiber, RS Fiber does not operate or control any information, products or services on the Internet in any way. All merchandise, information and services offered or made available or accessible through the Service or on the Internet generally are offered or made available or accessible by third

parties who are not affiliated with RS Fiber.

RS FIBER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY CONTENT OR SERVICE PROVIDED THROUGH THE SERVICE, USE THEREOF OR ON THE INTERNET GENERALLY, AND THEY SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. RS FIBER DOES NOT WARRANT THAT ANY MERCHANDISE, INFORMATION, OR SERVICES OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

You acknowledge and understand that RS Fiber utilizes anti-spam software and that such security technology is a feature of the Service that may block incoming and outgoing electronic mail. RS Fiber does not warrant that such feature will block all unwanted mail/Spam. Consistent with other statements set forth in this section, RS Fiber does not warrant that such feature will be error-free.

In addition, in its sole discretion, RS Fiber may make available to you security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, anti-spyware or anti-adware software for your use on your computer system(s) in conjunction with the Service. Any such security software provided by RS Fiber to you is intended to provide only a minimal level of protection to your computer system(s). YOU UNDERSTAND AND AGREE THAT RS FIBER AND ITS THIRD-PARTY SUPPLIERS OF ANY SUCH SECURITY SOFTWARE DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. YOU UNDERSTAND AND AGREE THAT RS FIBER ITS THIRD-PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR THE INFORMATION STORED ON IT THAT MAY RESULT FROM THE SECURITY SOFTWARE OR ITS NON-PERFORMANCE.

9. Limitation of Liability

RS Fiber's entire liability and YOUR exclusive remedy with respect to the use of the Service or its software and equipment or any breach by RS Fiber of any obligation RS Fiber may have under this agreement shall be Your ability to terminate the Service or to obtain the replacement or repair of any defective software or equipment. UNDER NO CIRCUMSTANCES SHALL RS FIBER, ITS AFFILIATES, SUBSIDIARIES AGENTS, LICENSORS OR CONTRACTORS BE OTHERWISE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. THIS LIMITATION APPLIES WHETHER THE ALLEGED CLAIM IS BASED ON TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF RS FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In addition, under no circumstances shall RS Fiber be liable for damages for failure to furnish, or the degradation or interruption of any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, pin misalignment, uneven TV, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. RS Fiber shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of services.

10. Indemnification

Upon the request of RS Fiber, you further agree to defend, indemnify and hold harmless RS Fiber and its employees, agents, contractors, officers and directors from any and all liabilities, claims costs and expenses, including reasonable attorneys' fees, related to your use of or access to the Service or your violation of any terms and/or conditions of this AUP. RS Fiber reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with RS Fiber in asserting any available defenses.

11. Intellectual Property

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") is protected by copyrights, trademarks and other intellectual property and proprietary rights worldwide, in all media and technologies, and your use of the Service and the materials thereon is subject to RS Fiber or its licensors rights, as well as the terms of this AUP. All rights not expressly granted herein are reserved. You agree to use the Service only for personal and noncommercial purposes and RS Fiber grants you a nonexclusive, nontransferable license to use the Software only for those purposes in connection with the Service.

Your license to use any software provided by RS Fiber and its suppliers and licensors is contingent upon your compliance with all use and other restrictions contained in this agreement and AUP. Except as otherwise expressly provided by law, you will not copy (except for personal and noncommercial use), modify, distribute, transmit, display, perform, license, create derivative works from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code transfer or sell assign, sublicense, grant a security interest in or otherwise transfer any right in the Software any information, trademarks, service marks, software, products or services obtained from the Service. All trademarks, names and logos mentioned herein are the property of their respective owners. RS Fiber's trademarks may not be used by you without RS Fiber's written consent.

12. Copyright and Trademark Infringement

RS Fiber is committed to complying with the copyright and trademark laws of the United States. In addition to the restrictions contained in Section 3 prohibiting the infringement of patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity (including without limitation the digitization of music, movies, photographs or other copyrighted material or software). You must obtain appropriate authorization from a copyright or trademark holder prior to sending, receiving, storing, hosting, or using any copyright protected materials. You represent and warrant that you are the author and copyright owner and/or authorized licensee with respect to any content hosted by you on your or RS Fiber's equipment and you further represent and warrant that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. RS Fiber assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain or may otherwise be used for such purposes. In addition, you may not store any material or content on, or access, share, display, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright and trademark laws.

You agree you will not run aggressive peer-to-peer software programs such as Popcorn Time, Kazaa, BitTorrent, eMule, eDonkey, or other similar software that contributes to a violation of this Agreement and AUP. You agree to not run software that acts like a file server. You agree to not run software that allows others to anonymously connect to your PC or other network appliance on the Service to transmit files like a server. We reserve the right, in our sole discretion, to determine whether such software or signs of software exist.

Under the Digital Millennium Copyright Act of 1988 ("DMCA"), any copyright owner has the right to notify RS Fiber if they believe that you have infringed the copyright owner's work(s), by sending RS Fiber a notification of alleged or claimed infringement that complies with the DMCA's requirements to the address listed on our DMCA article at rsfiber.coop/policies.

If RS Fiber receives a notice from a copyright owner alleging your copyright infringement by any means, RS Fiber will forward detailed information to notify you of the alleged infringement. RS Fiber will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s), if applicable or (ii) disable access to the work(s), if applicable. RS Fiber will notify the affected customer or user of the Service of the removal or disabling of access to the work(s). If you believe in good faith that the works are not infringing or have been misidentified, you may send a counter-notification that complies with the DMCA. RS Fiber will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification.

If the alleged infringement concerns peer-to-peer or other alleged infringement where the infringing files are stored by You, posted by You, or sent from or received by You over the Service, RS Fiber will expect that You will remove the files, cease alleged infringing activity and/or take steps to ensure Your account and equipment are not used by You and/or others to infringe any copyrights. Please be aware that RS Fiber cannot confirm or deny whether the allegations of P2P infringement are accurate, so You must determine in good faith whether or not any infringements have occurred using Your account and take appropriate measures to cease any such infringing activity immediately and take all reasonable and necessary steps to prevent infringing activity in the future. If you need help in identifying and removing infringing files from your computer or taking other steps to cease or prevent infringing activities, you may call RS Fiber's Authorized Agent, Subsentio LLC, at **(877) 510-4357**, Option 4.

In any event, RS Fiber may determine that you are a "repeat infringer" if RS Fiber learns that You have engaged in online or other copyright infringement, settled a claim of copyright infringement, or have been adjudged by a court to have infringed on more than one occasion in violation of RS Fiber's repeat infringer policy. It is RS Fiber's policy in accordance with the DMCA and other applicable laws to reserve the right to suspend or terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who RS Fiber, in its sole discretion, believes is infringing these rights. RS Fiber reserves the right to terminate the accounts of repeat copyright infringers with or without notice.

13. Termination

13.1. Customer Right to Terminate the Service: You may terminate the Service at any time by calling your local customer service department. Email submissions to RS Fiber shall not constitute effective notice. Upon termination, you agree to pay any outstanding account balance and you will return any leased equipment to RS Fiber within thirty (30) days of termination of account. If you do not return leased equipment within ten (10) days of the date of termination of your account, RS Fiber will add a charge to your account balance for the full retail value of the leased equipment, which you failed to return. If YOU cancel the Service for any reason, RS Fiber will not refund to Customer any portion of the monthly charges paid (or to be paid) by YOU for the month in which cancellation occurs.

13.2. RS Fiber's Right to Suspend/Terminate the Service: The Service and all Service features are subject to availability on an ongoing basis. You understand that RS Fiber may cease to offer the Service or any Service feature at any time. RS Fiber may suspend, disconnect and/or terminate the Service at any time without prior notice if RS Fiber believes in its sole discretion that you have:

- a. Failed to pay your bill when due;
- b. Violated the Acceptable Use Policy;
- c. Violated the Privacy Policy;

- d. Violated any other provision of this Service Agreement;
- e. Been determined to be a repeat infringer of copyright;
- f. Your use of the service interferes with the use of Service by others or interferes with or endangers the health and/or safety of our personnel or third parties.

If you are disconnected for any reason, you may be charged a reasonable disconnection and/or a reconnection fee.

If RS Fiber denies you access to the Service, you shall have no right:

- to access through RS Fiber Cooperative any materials stored on the Internet;
- to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited; nor
- to access third party services, merchandise or information on the Internet through the Service.

RS Fiber shall not be responsible

- for the notification of such termination to any third-party providers of services, merchandise or information;
- for any consequences resulting from lack of notification; nor
- for the return of data stored on RS Fiber's servers.

RS Fiber reserves the right to terminate your account following any single AUP violation or multiple violations. If your account is terminated as a result of an AUP violation, you will not be eligible to sign up for another RS Fiber Cooperative account or utilize the Service at any time.

14. Severability

This AUP constitutes the entire agreement between you and RS Fiber with respect to the Services. In the event that any portion of this AUP is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

15. Waiver

RS Fiber's failure to insist upon or enforce strict performance of any provision of this AUP shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

16. Choice of Law and Forum

This Agreement and AUP shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.

17. Changes to the AUP

These terms may be updated, revised or changed from time to time. Notice of modifications to this AUP may be given by posting such changes to RS Fiber's website at rsfiber.coop/policies by electronic mail or by conventional mail, and will be effective immediately upon posting or sending. It is your responsibility to check for periodic changes. You should regularly check RS Fiber's website for changes to this AUP. Your continued use of the Service following the posting or receiving of any revisions or additions to this Acceptable Use Policy (the "AUP") constitutes acknowledgment and acceptance of such revised or additional terms.

18. Binding Arbitration

a. Purpose: Any Dispute involving you and us shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

b. Definitions: This Arbitration Provision shall be broadly interpreted. "Dispute" means any claim or controversy related to us or our relationship, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement, and (4) claims that are the subject of purported class action litigation. As used in this Arbitration Provision, "us" means RS Fiber Cooperative and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of the [name] Service(s) or Equipment.

c. Exclusions: NOTWITHSTANDING THE FOREGOING, THE FOLLOWING DISPUTES WILL NOT BE SUBJECT TO ARBITRATION: (i) DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (ii) DISPUTES THAT ARISE BETWEEN US AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR



LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (iii) DISPUTES THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

d. Right to Opt-Out: IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST RS FIBER COOPERATIVE SERVICE ACTIVATION, BY VISITING RSFIBER.COOP, OR IN WRITING BY MAIL TO RS Fiber Cooperative, PO Box 326 Gaylord, Minnesota 55334 U.S.A., ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, ADDRESS AND OUR ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR SERVICE(S) PROVIDED BY US. IF YOU HAVE PREVIOUSLY OPTED OUT OF ARBITRATION WITH RESPECT TO THE ACCOUNT GOVERNED BY THIS AGREEMENT, YOU DO NOT NEED TO DO SO AGAIN. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE.

e. Initiation of Arbitration Proceeding/Selection of Arbitrator: The party initiating the arbitration proceeding may open a case with the American Arbitration Association (“AAA”) by visiting its website (adr.org) or calling its toll-free number (1-800-778-7879). You may deliver any required or desired notice to us by mail to RS Fiber Cooperative, PO Box 326 Gaylord, Minnesota 55334 U.S.A., ATTN: LEGAL DEPARTMENT/ARBITRATION

f. Right to Sue in Small Claims Court: Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have an action heard in a small claims court in the area where you receive(d) Service(s) from us if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

g. Arbitration Procedures: This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive Service(s) from us. If you no longer receive Service(s) from us when you notify us of your Dispute, then any arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute provided that we offer Service(s) in that county, or in the area where you received Service(s) from us at the time of the events giving rise to your Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court.

h. Waiver of Class Actions and Collective Relief: THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

i. Arbitral Fees and Costs: If your claims seek more than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA’s fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys’ fees and additional costs and may only recover your attorneys’ fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay

j. Survival: This Arbitration Provision shall survive the termination of your Service(s) with us.

19. Miscellaneous

Headings in this document are for convenience only.

Waiver of Jury Trial and Joint or Class Action. WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY. YOU MAY NOT BRING YOUR CLAIM AS A CLASS ACTION, OR ON A JOINT OR CONSOLIDATED BASIS.

Any questions regarding the specific terms of this AUP or complaints regarding violations of it by RS Fiber customers should be directed to:
info@rsfiber.coop

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Commercial Acceptable Use Policy and Customer Agreement

The following Commercial Acceptable Use Policy and Customer Agreement (the "AUP") applies to any person, entity or business organization (collectively, "you") who subscribes to or uses or access RS Fiber Cooperative's commercial high-speed Internet access service (the "Service"), including access of the RS Fiber Cooperative network through ("rsfiber.coop"). References to RS Fiber in this AUP include RS Fiber Cooperative its parent company and its subsidiaries and other affiliates.

Note: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 22 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S). THE ARBITRATION PROVISION REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.

Collection Costs: If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

By accessing the Service, you agree to be bound by all of the following terms and conditions of this AUP as it may be amended from time to time. If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of RS Fiber in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

You must provide and are responsible for all computer hardware and other equipment necessary to access or use the Service ("Customer Equipment"). At a minimum, a computer with a USB port or Ethernet card, meeting the following system requirements:

- Microsoft Windows Server 2008 and above, Windows 7, 8 and 10.
- Mac OS currently supported by Apple, Inc.

You may use your own Customer Equipment or lease equipment, including modems and routers, from us. Customer Equipment is not recommended for use if it does not meet our minimum technical or other specifications including, but not limited to, modems not currently certified by us as compatible with Internet and other Customer Equipment, including, but not limited to: certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain "dial-up" modems, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units. We reserve the right to deny support for the Service and/or terminate Service if you use a configuration that does not meet our minimum technical or other specifications. If You use your own or non-recommended equipment and it fails to operate and/or causes damage, RS Fiber will not be liable whatsoever for any such damage, failure to operate, or failure to attain advertised Internet speeds. **PLEASE BE ADVISED THAT ACTUAL INTERNET SPEEDS MAY VARY BASED ON THE TYPE AND CONDITION OF WIRED CONNECTIONS AND CUSTOMER EQUIPMENT UTILIZED.**

We have no responsibility for the operation, support, maintenance or repair of any inside wiring.

We have no responsibility for the operation, support, maintenance or repair of Customer Equipment including, but not limited to, Customer Equipment to which we or a third party has sent software or downloads. You agree that by using the Service, we, or our authorized agents and equipment manufacturers, are authorized to send code updates to the Customer Equipment, including, but not limited to, modems, at any time we determine it is necessary to do so. Such code updates may change, add or remove features or functionality of the Customer Equipment or the Service.

RS Fiber does not provide technical assistance for third-party hardware or software, including but not limited to home networks. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product.



You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by RS Fiber. You may attach equipment of your choosing to the cable modem outlet that is interoperable with the Equipment and the Service, provided it does not harm the Equipment, Service, or RS Fiber's network. If you do attach equipment that harms the Equipment, Service, or RS Fiber's network, you will be subject to liability for damages and/or criminal prosecution.

1. Use of the Service

The Service is being provided solely for use in your business and any unauthorized access by a third party to the Internet, or any other function of the Service, relieves RS Fiber of any affirmative obligations it may have, and is in violation of this AUP.

You will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided herein. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of email, FTP and Telnet access.

You may provide a wireless network (WiFi) service at your place of business to redistribute RS Fiber's service to wireless devices. You must adequately secure any such WiFi network in accordance with section 4 below. You are solely responsible for obtaining all required equipment for any such WiFi network and for ensuring that you do not otherwise alter, modify or tamper with the Equipment or the Service. As explained in section 2 below, you are responsible for ensuring that all end users of the Service comply with all terms of this AUP, and that includes all users of any WiFi network you provide. You are solely responsible for obtaining sufficient identification of users of your WiFi network. In addition, you are solely responsible for securing the network in accordance with Section 4 below.

RS Fiber reserves the right to disconnect or reclassify the Service for failure to comply with any portion of this provision or this Policy.

Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's Service.

2. End Users

You are responsible for ensuring that all end users of the Service comply with this AUP. RS Fiber may disconnect Service if an end user violates this AUP. You must make contact information publicly available and must respond in a timely manner to any complaints. You are responsible for any and all email addresses associated with your account.

You are responsible for any misuse of the Service, whether by authorized or unauthorized end users. You must take all commercially reasonable steps to ensure that others do not gain unauthorized access to the Service. You are solely responsible for the security of (i) any device you choose to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service.

If you sell or resell advertising or web space to a third party, then you are responsible for the content of such advertising on such web space and the actions of such third party.

3. Conduct on the Service

You are prohibited from violating or attempting to violate, or allowing others to violate, the security of the Service, or using, or allowing others to use, the Service for illegal purposes. Any violations may result in termination of your account, additional Service fees, prosecution under federal and/or state law and/or civil or criminal penalties to you. RS Fiber will cooperate, to the extent permitted by law, with the appropriate governmental, regulatory, and/or law enforcement agencies if a criminal violation is suspected.

Examples of violations include without limitation, the following:

- Any restriction or inhibition of any other valid RS Fiber subscriber from use of the Service or access to the RS Fiber Cooperative network;
- Allowing unauthorized access to your account;
- Use of your account in any manner inconsistent with any applicable contract for Service;
- Any download, receipt, upload, post, publication, reproduction, transmission, or other distribution or the facilitation of distribution of any Content that:
 - i. is a web page, website, files transfer protocol server, file server or game server whose daily average data transfer negatively impacts the service;
 - ii. contains a virus, bot, trojan horse, worm, constitutes a denial of service attack, or other computer code, file, program or information such as any lock, key, bom, worm, cancelbot, or other harmful feature that is designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
 - iii. is unlawful, fraudulent, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable material of any kind, including without limitation any transmissions inciting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law (including without limitation the U.S. export control

- laws and regulations and the Children's Online Privacy Protection Act);
 - iv. creates any type of spam, mass distribution or other unsolicited email, advertisement or newsgroup posting inappropriate to the rules of that newsgroup, for any purpose whatsoever; that circumvents the approval process for posting to a moderated Newsgroup, or that "floods", "newsbombs" or otherwise disrupts users of Newsgroups by posting a large number of messages to a Newsgroup with the intent to hinder normal discussion, cancel messages of others (except as authorized moderator), send excessive quantities of data to a Newsgroup, post binary files to Newsgroups that do not expressly permit them; or download any Newsgroup in bulk unless expressly permitted;
 - v. infringes the patents, trademarks copyrights, trade secrets or proprietary rights of any other person or entity (including without limitation the digitization of music, movies, photographs or other copyrighted material or software);
 - vi. harms minors;
 - vii. impersonates any person or entity or falsifies your use name, company name, age or identity; or contains a forgery of anyone else's digital or manual signature.
- Any post, publication, transmission, reproduction, or distribution that in any way exploits any information, software or other material obtained through the Service for commercial purposes except as expressly permitted by the provider of such information, software or other material;
 - Any attempt to disrupt or penetrate the security of the Service or any attached network service or other computer system for any purpose whatsoever;
 - Access of any directory structure within the Services file system(s) which is not either the home directory assigned to that user or a temporary directory in the /tmp tree;
 - Leaving files within a temporary storage area (i.e. /tmp) for more than 48 hours;
 - Any intentional or unintentional violation of any applicable local, state, federal or international law;
 - Access of any account which you are not authorized to access; or
 - Use of tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. Participating in, or allow others to participate in, the collection of email addresses, screen names, or other identifiers of others (without their prior express consent), a practice known as spidering or harvesting, or participate in the use of software (including "adware" or "spyware") designed to facilitate this activity; or
 - Forging, altering, or removing electronic mail headers or message header of any other electronic transmission, deceiving any recipient as to the identity of the sender through any process, and referencing, or allowing others to reference RS Fiber or the RS Fiber network (e.g., by including "HBC" or "Hiawatha Broadband" or similar term in the header or by listing an IP address that belongs to RS Fiber) in any unsolicited email even if that email is sent through the RS Fiber network or Service (in addition to the prohibition on sending spam addressed above).
 - Participating in or allowing others to participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet ("Chat Rooms") that you or the person using your service has been banned from using. You will not, nor allow others to violate the Acceptable Use Policy of the server or Chat Room. In addition, you will not, nor allow others to: flood or scroll such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as "bots" or "clones" to participate in Chat Rooms unless you are physically present at your computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that you are not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge alter, or hide your identity (other than by using a nickname from which RS Fiber may, if necessary, determine your real name).

4. Security

You acknowledge and agree that when using the Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of your equipment. You are responsible for taking and should take all appropriate security measures when using the Service. This includes but is not limited to procuring and installing patches, any and all anti-virus and firewall software/hardware and operating system patches, updates, or supplements that may be necessary for (i) the protection and maximum functionality of your computer and related equipment and (ii) the protection of RS Fiber's network and other customers. For purposes of clarification, RS Fiber hereby disclaims any and all responsibility and liability for any damages that may arise from your failure to procure or install the aforementioned security software and/or hardware.

You agree that RS Fiber may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate Spam. RS Fiber may take other actions to manage or protect its network or to benefit the greatest number of its subscribers, including, but not limited to, traffic prioritization and protocol filtering. In addition, RS Fiber may, without liability, immediately suspend or terminate access by Customer to the network, with or without notice to you, to secure its network. RS Fiber may take these actions in situations including, but not limited to, where your computer becomes infected with any Virus, that RS Fiber believes, in its sole discretion, may harm the RS Fiber network or disrupt the performance of the Service for other users or where You are transmitting or are otherwise connected with what RS Fiber considers in its sole discretion to be spam. You agree that RS Fiber is entitled to damages if you are transmitting or is otherwise connected with spam.

You are solely responsible for the security of any device connected to the Service, including any data stored on that device. RS Fiber recommends that you take appropriate security precautions for any systems connected to the Service. You are responsible for securing any WiFi networks connected to your Act Service. Operating or providing a wireless network installed by you or an RS Fiber representative that is unsecured or "open"



and connected to the RS Fiber network is a violation of this AUP and may result in termination of your service.

5. No Excessive Use of Bandwidth

If RS Fiber determines, in RS Fiber's sole discretion, that you are using an excessive amount of bandwidth over the RS Fiber network infrastructure for Internet access or other functions using public network resources, and which we deem disruptive to or harmful to RS Fiber's network and other users, we may adjust your Service and/or adjust, suspend or terminate your account at any time and without notice, or require you to upgrade your commercial account service level and pay additional fees in accordance with our then-current, applicable, published rates for such service.

6. Other Service Providers' Acceptable Use Policies

RS Fiber obtains services from and relies upon many other entities to provide the Service to you. Where you access services of other entities through the Service, you agree to and shall abide by the acceptable use policies of such other entities.

7. International Use

The Internet is global. As such, you agree to comply with all local rules regarding online conduct and acceptable Content, including without limitation, United States export control laws and/or other federal rules and regulations restricting exports.

8. Links

The Service may provide links to sites operated and controlled by third parties. RS Fiber has no control over such sites and you acknowledge and agree that RS Fiber is not responsible for the availability or content on such sites and does not endorse such sites.

9. Monitoring the Service

RS Fiber respects your privacy. By using the Services, you agree to adhere to our Privacy Policy, which is incorporated by reference into this AUP. Thus, we strongly recommend that you review our Privacy Policy (rsfiber.coop/privacy-policy) before using the Services.

RS Fiber has no obligation to monitor content. However, you agree that RS Fiber has the right to monitor the Service electronically, including but not limited to content and Customer equipment as it may affect the service, from time to time in accordance with RS Fiber's Privacy Policy, and as required by law, regulation or court order.

For content on RS Fiber's servers, RS Fiber reserves the right at all times and without notice and you agree that RS Fiber has the right to refuse to post, to remove, restrict access to, or make unavailable any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this AUP, including but not limited to content it considers obscene lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in RS Fiber's possession about or related to you, your use of the Services or otherwise as RS Fiber deems necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers.

You agree that RS Fiber may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth here and in RS Fiber's Internet Service Privacy Statement.

10. Customer Payment Obligations

10.1 Monthly Service Fees: RS Fiber will bill you a standard monthly fee for the Service. You agree to pay the bill by its due date and to be responsible for any and all charges, damages and costs that you or anyone using your account incurs. If you lease equipment from RS Fiber, additional monthly charges will apply. In addition, you agree to pay all applicable taxes. RS Fiber may also charge a monthly support maintenance fee or a per instance support charge, depending on your location, for technical support services related to the Service including, but not limited to repairs, or for any Service features. RS Fiber may change the amount of the standard monthly fee, the Internet equipment rental fee, or any applicable monthly maintenance fee upon thirty (30) days written notice. RS Fiber will identify any per instance support charges to you prior to providing any technical support that would result in such charge(s).

10.2 Installation Fees: RS Fiber may charge you a one-time installation fee.

10.3 Late Fees, Collections Expenses and Termination for Unpaid Balances: If your payments are not current, RS Fiber may impose a late fee, or the Service may be disconnected without notice, and RS Fiber may remove RS Fiber's equipment from your premises. You will also be liable to pay RS Fiber for all attorneys' fees, collection fees or other expenses arising from efforts to collect any unpaid balances on your Account.

11. No Service Warranties

THE SERVICE IS 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 OR IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RS FIBER DOES NOT WARRANT THAT THE SERVICE (I) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR (II) THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, SPAM, POP-UP ADVERTISING, SYSPWARE, ADWARE OR OTHER HARMFUL COMPONENTS EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED OR (III) THE SERVICE WILL MEET YOUR REQUIREMENTS.

RS FIBER DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO CONNECT AT YOUR MODEM'S MAXIMUM CONNECTION SPEED. YOU UNDERSTAND AND AGREE THAT RS FIBER DOES NOT GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE RS FIBER NETWORK OR THAT ANY SPEED OR THROUGHPUT OF YOUR CONNECTION TO THE RS FIBER NETWORK WILL BE AVAILABLE TO YOU. You understand and agree that the speed of the Service provided at your site will vary depending upon a number of factors, including your computer system(s) and associated equipment, Internet traffic, and associated equipment, and other factors such as system capacity limitations, governmental actions, events beyond RS Fiber's control, and System failures, modifications, upgrades and repairs.

NO ADVICE OR INFORMATION GIVEN BY RS FIBER, ITS AFFILIATES, LICENSEES OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY.

You understand further that, except for information, products or services clearly identified as being supplied by RS Fiber, RS Fiber does not operate or control any information, products or services on the Internet in any way. All merchandise, information and services offered or made available or accessible through the Service or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with RS Fiber.

RS FIBER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY CONTENT OR SERVICE PROVIDED THROUGH THE SERVICE, USE THEREOF OR ON THE INTERNET GENERALLY, AND THEY SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. RS FIBER DOES NOT WARRANT THAT ANY MERCHANDISE, INFORMATION, OR SERVICES OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS.

You acknowledge and understand that RS Fiber utilizes anti-spam software and that such security technology is a feature of the Service that may block incoming and outgoing electronic mail. RS Fiber does not warrant that such feature will block all unwanted mail/Spam. Consistent with other statements set forth in this section, RS Fiber does not warrant that such feature will be error-free.

In addition, in its sole discretion, RS Fiber may make available to your security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, anti-spyware or anti-adware software for your use on your computer system(s) in conjunction with the Service. Any such security software provided by RS Fiber to you is intended to provide only a minimal level of protection to your computer system(s). YOU UNDERSTAND AND AGREE THAT RS FIBER AND ITS THIRD-PARTY SUPPLIERS OF ANY SUCH SECURITY SOFTWARE DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. YOU UNDERSTAND AND AGREE THAT RS FIBER ITS THIRD-PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR THE INFORMATION STORED ON IT THAT MAY RESULT FROM THE SECURITY SOFTWARE OR ITS NON-PERFORMANCE.

12. Limitation of Liability

RS Fiber's entire liability and YOUR exclusive remedy with respect to the use of the Service or its software and equipment or any breach by RS Fiber of any obligation RS Fiber may have under this agreement shall be Your ability to terminate the Service or to obtain the replacement or repair of any defective software or equipment. UNDER NO CIRCUMSTANCES SHALL RS FIBER, ITS AFFILIATES, SUBSIDIARIES AGENTS, LICENSORS OR CONTRACTORS BE OTHERWISE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. THIS LIMITATION APPLIES WHETHER THE ALLEGED CLAIM IS BASED ON TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF RS FIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, UNDER NO CIRCUMSTANCES shall RS Fiber be liable for damages for failure to furnish, or the degradation or interruption of any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, pin misalignment, uneven TV, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. RS Fiber shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of services.

13. Indemnification

Upon the request of RS Fiber, you further agree to defend, indemnify and hold harmless RS Fiber and its employees, agents, contractors, officers

and directors from any and all liabilities, claims costs and expenses, including reasonable attorneys' fees, related to your use of or access to the Service or your violation of any terms and/or conditions of this AUP. RS Fiber reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with RS Fiber in asserting any available defenses.

14. Intellectual Property

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") is protected by copyrights, trademarks and other intellectual property and proprietary rights worldwide, in all media and technologies, and your use of the Service and the materials thereon is subject to RS Fiber or its licensors rights, as well as the terms of this AUP. All rights not expressly granted herein are reserved. You agree to use the Service only for personal and noncommercial purposes and RS Fiber grants you a nonexclusive, nontransferable license to use the Software only for those purposes in connection with the Service.

Your license to use any software provided by RS Fiber and its suppliers and licensors is contingent upon your compliance with all use and other restrictions contained in this agreement and AUP. Except as otherwise expressly provided by law, you will not copy (except for personal and noncommercial use), modify, distribute, transmit, display, perform, license, create derivative works from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code transfer or sell assign, sublicense, grant a security interest in or otherwise transfer any right in the Software any information, trademarks, service marks, software, products or services obtained from the Service. All trademarks, names and logos mentioned herein are the property of their respective owners. RS Fiber's trademarks may not be used by you without RS Fiber's written consent.

15. Copyright and Trademark Infringement

RS Fiber is committed to complying with the copyright and trademark laws of the United States. In addition to the restrictions contained in Section 3 prohibiting the infringement of patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity (including without limitation the digitization of music, movies, photographs or other copyrighted material or software). You must obtain appropriate authorization from a copyright or trademark holder prior to sending, receiving, storing, hosting, or using any copyright protected materials. You represent and warrant that you are the author and copyright owner and/or authorized licensee with respect to any content hosted by you on your or RS Fiber's equipment and you further represent and warrant that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. RS Fiber assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain or may otherwise be used for such purposes. In addition, you may not store any material or content on, or access, share, display, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright and trademark laws.

You agree you will not run aggressive peer-to-peer software programs such as Popcorn Time, Kazaa, BitTorrent, eMule, eDonkey, or other similar software that contributes to a violation of this Agreement and AUP. You agree to not run software that acts like a file server. You agree to not run software that allows others to anonymously connect to your PC or other network appliance on the Service to transmit files like a server. We reserve the right, in our sole discretion, to determine whether such software or signs of software exist.

Under the Digital Millennium Copyright Act of 1988 ("DMCA"), any copyright owner has the right to notify RS Fiber if they believe that you have infringed the copyright owner's work(s), by sending RS Fiber a notification of alleged or claimed infringement that complies with the DMCA's requirements to the address listed on our DMCA page.

If RS Fiber receives a notice from a copyright owner alleging your copyright infringement by any means, RS Fiber will forward detailed information to notify you of the alleged infringement. RS Fiber will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s), if applicable or (ii) disable access to the work(s), if applicable. RS Fiber will notify the affected customer or user of the Service of the removal or disabling of access to the work(s). If you believe in good faith that the works are not infringing or have been misidentified, you may send a counter-notification that complies with the DMCA. RS Fiber will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification.

If the alleged infringement concerns peer-to-peer or other alleged infringement where the infringing files are stored by You, posted by You, or sent from or received by You over the Service, RS Fiber will expect that You will remove the files, cease alleged infringing activity and/or take steps to ensure Your account and equipment are not used by You and/or others to infringe any copyrights. Please be aware that RS Fiber cannot confirm or deny whether the allegations of P2P infringement are accurate, so You must determine in good faith whether or not any infringements have occurred using Your account and take appropriate measures to cease any such infringing activity immediately and take all reasonable and necessary steps to prevent infringing activity in the future. If you need help in identifying and removing infringing files from your computer or taking other steps to cease or prevent infringing activities, you may call RS Fiber's Authorized Agent, Subsentio LLC, at **(877) 510-4357**, Option 4.

In any event, RS Fiber may determine that you are a "repeat infringer" if RS Fiber learns that You have engaged in online or other copyright infringement, settled a claim of copyright infringement, or have been adjudged by a court to have infringed on more than one occasion in violation

of RS Fiber's repeat infringer policy. It is RS Fiber's policy in accordance with the DMCA and other applicable laws to reserve the right to suspend or terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who RS Fiber, in its sole discretion, believes is infringing these rights. RS Fiber reserves the right to terminate the accounts of repeat copyright infringers with or without notice.

16. Termination

17.1 Customer Right to Terminate the Service: You may terminate the Service at any time by calling your local customer service department. Email submissions to RS Fiber shall not constitute effective notice. Upon termination, you agree to pay any outstanding account balance and you will return any leased equipment to RS Fiber within ten (10) days of termination of account. If you do not return leased equipment within ten (10) days of the date of termination of your account, RS Fiber will add a charge to your account balance for the full retail value of the leased equipment, which you failed to return. If YOU cancel the Service for any reason, RS Fiber will not refund to Customer any portion of the monthly charges paid (or to be paid) by YOU for the month in which cancellation occurs.

16.2. RS Fiber's Right to Suspend/Terminate the Service: The Service and all Service features are subject to availability on an ongoing basis. You understand that RS Fiber may cease to offer the Service or any Service feature at any time. RS Fiber may suspend, disconnect and/or terminate the Service at any time without prior notice if RS Fiber believes in its sole discretion that you have:

- a. Failed to pay your bill when due;
- b. Violated the Acceptable Use Policy;
- c. Violated the Privacy Policy;
- d. Violated any other provision of this Service Agreement.

If you are disconnected for any reason, you may be charged a reasonable disconnection and/or a reconnection fee.

RS Fiber may deny you access to all or part of the Service without notice for any reason whatsoever in its sole discretion AUP.

If RS Fiber denies you access to the Service, you shall have no right:

- to access through the Service any materials stored on the Internet;
- to obtain any refund, including any fees paid to RS Fiber; nor
- to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited;

RS Fiber shall not be responsible

- for the notification of such termination to any third-party providers of services, merchandise or information;
- for any consequences resulting from lack of notification;
- for the return of data stored on RS Fiber's servers; nor
- for any lost revenues or profits as a result of such termination.

RS Fiber reserves the right to terminate your account following any single AUP violation or multiple violations. If your account is terminated as a result of an AUP violation, you will not be eligible to sign up for another RS Fiber Cooperative account or utilize the Service at any time.

17. Severability

This AUP constitutes the entire agreement between you and RS Fiber with respect to the Services. In the event that any portion of this AUP is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

18. Waiver

RS Fiber's failure to insist upon or enforce strict performance of any provision of this AUP shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

19. Choice of Law and Forum

This Agreement and AUP shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.

20. Changes to the AUP

These terms may be updated, revised or changed from time to time. Notice of modifications to this AUP may be given by posting such changes to RS



Fiber's website at rsfiber.coop/internet-acceptable-use-policy or by electronic mail or by conventional mail, and will be effective immediately upon posting or sending. It is your responsibility to check for periodic changes. Your continued use of the Service following the posting or receiving of any revisions or additions to this Acceptable Use Policy (the "AUP") constitutes acknowledgment and acceptance of such revised or additional terms.

BINDING ARBITRATION

a. Purpose. Any Dispute involving you and us shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

b. Definitions. This Arbitration Provision shall be broadly interpreted. "Dispute" means any claim or controversy related to us or our relationship, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement, and (4) claims that are the subject of purported class action litigation. As used in this Arbitration Provision, "us" means RS Fiber Cooperative and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, and "you" means you and any users or beneficiaries of the [name] Service(s) or Equipment.

c. Exclusions. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING DISPUTES WILL NOT BE SUBJECT TO ARBITRATION: (i) DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION; (ii) DISPUTES THAT ARISE BETWEEN US AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); AND (iii) DISPUTES THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

d. Right to Opt-Out. IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH US ARBITRATED BY NOTIFYING US, WITHIN 30 DAYS OF YOUR FIRST RS FIBER COOPERATIVE SERVICE ACTIVATION, BY VISITING [RSFIBER.COOP](https://rsfiber.coop), OR IN WRITING BY MAIL TO RS Fiber Cooperative, PO Box 328 Gaylord, Minnesota 55334 U.S.A., ATTN: LEGAL DEPARTMENT/ARBITRATION. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, ADDRESS AND OUR ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH US OR SERVICE(S) PROVIDED BY US. IF YOU HAVE PREVIOUSLY OPTED OUT OF ARBITRATION WITH RESPECT TO THE ACCOUNT GOVERNED BY THIS AGREEMENT, YOU DO NOT NEED TO DO SO AGAIN. YOU MUST SEPARATELY OPT OUT FOR EACH ACCOUNT UNDER WHICH YOU RECEIVE SERVICES. ANY OPTOUTS SUBMITTED AFTER THIS PERIOD WILL NOT BE CONSIDERED EFFECTIVE.

e. Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association ("AAA") by visiting its website (adr.org) or calling its toll-free number (1-800-778-7879). You may deliver any required or desired notice to us by mail to RS Fiber Cooperative, PO Box 328 Gaylord, Minnesota 55334 U.S.A., ATTN: LEGAL DEPARTMENT/ARBITRATION.

f. Right to Sue in Small Claims Court: Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have an action heard in a small claims court in the area where you receive(d) Service(s) from us if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

g. Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive Service(s) from us. If you no longer receive Service(s) from us when you notify us of your Dispute, then any arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute provided that we offer Service(s) in that county, or in the area where you received Service(s) from us at the time of the events giving rise to your Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

h. Waiver of Class Actions and Collective Relief. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED

REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

i. Arbitral Fees and Costs. If your claims seek more than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be governed by the AAA rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA's fees and costs will be our responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA's fees and costs shall be governed by the AAA Rules and you shall reimburse us for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs and may only recover your attorneys' fees and costs in the arbitration to the extent that you could in court if the arbitration is decided in your favor. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay

j. Survival. This Arbitration Provision shall survive the termination of your Service(s) with us.

21. Miscellaneous

Headings in this document are for convenience only.

Waiver of Jury Trial and Joint or Class Action. WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY. YOU MAY NOT BRING YOUR CLAIM AS A CLASS ACTION, OR ON A JOINT OR CONSOLIDATED BASIS.

Any questions regarding the specific terms of this AUP or complaints regarding violations of it by RS Fiber customers should be directed to:
info@rsfiber.coop

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