



## Terms of Service (as of 05/01/2020)

**Agreement:** Brigham.net is an interactive online service provider for access to the Internet. This agreement sets forth the Account Terms and Conditions which apply to the subscriber for use of a Brigham.net supplied connection. By using the service you agree to be bound by these terms and conditions.

**Privacy:** Brigham.net does not actively monitor how or what a customer uses their internet connection for. We will not sell or share any information about our customers or their usage unless we are required by law enforcement to do so.

**Contract Term:** Brigham.net residential service is provided on a month to month basis. Service will be prorated so all bills are due on the 1<sup>st</sup> of each month.

**Billing:** All services provided by Brigham.net will be billed in advance for the upcoming month. **Payments are due by the 1st of each month. Payments not received by the 25<sup>th</sup> of the month will be subject to a late fee of 1 1/2 % (\$5.00 Minimum).** Brigham.net reserves the right to suspend or terminate service at any time for non payment. Bills will be sent to the email address provided by the customer. Customer agrees to check this email regularly to make sure they receive their bill. Paper bills are an option for an additional \$1.00 per month.

**Email Accounts:** Each Brigham.net user may have up to 5 Brigham.net email accounts. Brigham.net email accounts are not allowed to send bulk unsolicited email (Spam). Any account determined to be sending unsolicited emails may be suspended without notice. Users will have a paid option to keep their email address if they terminate internet service with brigham.net

**Sharing/Resale:** Your internet connection from brigham.net is designed to be used in a single residence or place of business. Your internet connection may not be shared with other residences or businesses. You may not resale your brigham.net connection. Doing so will result in customer being automatically upgraded to a Utopia gold business connection and will incur additional charges.

**Responsibilities:** Brigham.net makes no warranties, expressed or implied, regarding services provided. Brigham.net is not responsible for any damages suffered from the use of our services, including but not limited to, loss of data, service interruptions and/or delays, or third party litigation. We will make our best effort to insure that the service is available at all times. Our liability will be limited to a credit for any time in which the service was not available based on the total down time divided by the monthly rate for a full month of service.

**Returned Checks:** A returned check charge of \$20.00 will be incurred for all returned checks or ACH deposits. A chargeback fee of \$20.00 will be charged for any credit card chargebacks

**Minimum Payment:** A minimum payment of one (1) month will be assessed on all new accounts. The subscriber is bound to remit payment.

**Sign-Up Fee:** Brigham.net does not charge a setup fee for new accounts.

**Non Payment:** Any account where any bill remains unpaid 60 days past the due date will be suspended until the account is paid in full. Brigham.net may charge a reconnection fee if this happens more than once.

**Billing Disputes:** All billing disputes with Brigham.net, must be received at our business office in writing, and the obligation to pay for service will continue until such notice is received. If you prefer billing questions can be emailed to [billing@brigham.net](mailto:billing@brigham.net) Termination of your service does not constitute relief from amounts incurred prior to termination. Agreements or contracts not on a monthly basis (yearly, quarterly, etc...) can be canceled in writing or by phone, but the subscriber will be obligated to pay any and all monthly fees until termination of the contract is finalized.

**Cancellation Policy:** Accounts will remain open until notice is given to cancel the service by email, fax, postal mail or a phone call to a Brigham.net representative during business hours. Upon cancellation; accounts will be billed to the end of the present month. If the subscriber had pre paid beyond the present month then the remainder beyond that month will be refunded. Voicemails left will not cancel the service you must speak to one of our representatives. If the subscriber continues to use the account after the requested cancellation date the subscriber will be responsible for payment for each month or partial month in which the service is used beyond the cancellation date. Service will remain in effect until we receive proper notice to cancel the account this includes accounts that are not being used but no cancellation notice was received.

**Collections:** Should your account be assigned to an agency or to an attorney for collection, you may be required to pay the amount due plus any additional collection fees, all attorney's fees with or without suit and all court costs incurred.

**Legality of Content:** The subscriber agrees to use Brigham.net for lawful purposes only. The subscriber will not post or transmit any material, through Brigham.net, which violates or infringes upon the rights of others. User will not use the service to perform any action which encourages a criminal offense, any action which gives rise to civil liability or violates any law.

Attempts to gain unauthorized access to outside computer systems are expressly prohibited The subscriber agrees to defend and hold harmless Brigham.net, its directors, officers, employees, agents or affiliates for all damages and claims that might

arise from the subscribers use or misuse of the service, which damages or otherwise harms either the subscriber, Brigham.net or a third party.

**Content Screening:** Brigham.net does not control the content of information available over the Internet. For this reason, the subscriber certifies that he/she is at least 18 years of age or, if the subscriber is a parent or guardian, he/she assumes all responsibility for supervising the on-line activities of the underage user. Any information garnered through Brigham.net is done so at your own risk. Content screening is available upon request. We believe this screening should take place on your end of the connection and will be happy to assist in getting this setup. Suggested methods are available on our website.

**Unauthorized Connections:** The subscriber is not allowed to knowingly share their Brigham.net connection outside of his/her personal residence or business. Subscribers are not allowed to resell Brigham.net services. Subscribers will not solicit Brigham.net users to become subscribers to other online service providers in competition with Brigham.net, nor shall the subscriber make any unauthorized copies or duplications of any Brigham.net material, advertising, forms, brochures, pamphlets and the like which is the property of Brigham.net.

**Residential Service:** Residential service is designed for non commercial residential use. Any significant business usage may result in the upgrade of a residential account to a business account and will incur additional charges.

**Relationship:** The relationship between the subscriber and Brigham.net is that of subscriber and service provider only. In the event of a violation of any terms and/or conditions set forth in this agreement, Brigham.net reserves the right to immediately terminate the services provided to the subscriber, with the subscriber being fully responsible for any and all attorney's fees incurred by Brigham.net with regard to this agreement at all trial and appellate court levels.

**Court Venue:** In the event of a dispute, Brigham.net and the subscriber agree that the venue for such litigation shall be Box Elder County, Utah and that the terms and conditions of this agreement shall be interpreted under the laws of the State of Utah.

**SPAM Policy:** The transmission of any type of material, whether graphical or textual in content, to other subscribers or non-subscribers without their express consent is prohibited under the terms of this agreement. Any violations of our SPAM policy will result in immediate termination. Any complaints received from our subscribers or non-subscribers of unsolicited materials will result in a charge of \$150.00 per complaint charged to the offending subscribers account automatically. It is illegal to send any email using Brigham.net services with forged or disguised email addresses.

**Unauthorized use of Brigham.net Equipment:** Any subscriber attempting to attack, hack, damage, or compromise the Brigham.net equipment in any way will be billed at \$250.00 per hour, with a minimum billable time period of 1 hour. All time required to

repair damage, track, and stop the offending subscriber will be billed.

**Modification of Terms:** Brigham.net reserves the right to change or modify the terms, conditions, rates or services at any time, without any prior notification.