



AURA FIBER
Customer Service
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<http://AuraFiber.com>

TERMS AND CONDITIONS

THIS TERMS AND CONDITIONS POLICY (“TAC” OR “POLICY”) IS A MATERIAL PART OF ANY AGREEMENT WITH AURA FIBER FOR PROVISION OF ITS SERVICES TO ITS CUSTOMERS. PLEASE READ AND FOLLOW THIS POLICY CAREFULLY. THIS POLICY MAY BE REVISED FROM TIME TO TIME BY AURA FIBER, OR AS OTHERWISE SET FORTH BELOW AND THE CURRENT VERSION OF THIS POLICY MAY BE FOUND AT <https://www.AuraFiber.com/legal>.

In consideration of the covenants and agreements herein contained, CDS V2, LLC and its affiliates, d/b/a AURA FIBER (collectively “AURA FIBER”) and Customer covenant and agree as follows:

1. Services —

AURA FIBER shall provide to Customer a connection to the Internet for lawful uses via AURA FIBER's network and computer facilities, which shall be operated seven (7) days per week, twenty-four (24) hours per day (the "Services"), subject to temporary unavailability or interruptions due to service requirements, network maintenance, repair and modification, facility upgrades, acts or omissions outside of AURA FIBER's control and *force majeure*. The Services provided by AURA FIBER pursuant hereto are subject to all of the terms and conditions of this Agreement.

2. Payment —

Customer shall pay AURA FIBER a one-time activation charge upon execution of the (RESIDENTIAL OR COMMERCIAL) INTERNET SERVICES AGREEMENT (“INTERNET AGREEMENT”) in accordance with its fee schedule. **THIS ACTIVATION CHARGE SHALL BE NONREFUNDABLE UNDER ANY AND ALL CIRCUMSTANCES.** Thereafter, Customer shall pay AURA FIBER a monthly fee in accordance with the INTERNET AGREEMENT fee schedule. **THERE ARE NO REFUNDS FOR ANY PORTION OF AN UNUSED MONTHLY, QUARTERLY, SEMI-ANNUAL OR ANNUAL PAYMENT UPON**

CANCELLATION OR TERMINATION OF THE SERVICES BY EITHER PARTY FOR ANY REASON UNLESS EXPLICITLY DEFINED IN THE INTERNET AGREEMENT. AURA FIBER shall not be responsible for the payment of any telephone or other connected equipment or service charges or taxes incurred by Customer in connection with Customer's utilization of the Services, which such expenses are, and shall remain, the sole liability and responsibility of Customer. Customer acknowledges, covenants and agrees that it shall pay all of AURA FIBER's attorneys fees, court costs and expenses of litigation if AURA FIBER incurs same in enforcing this Agreement or because Customer has failed to pay any amount due hereunder on or before the due date therefore, whether or not litigation is actually commenced.

3. *Late Payment Fee Assessment* —

Any and all amounts not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, in addition to a five percent (5%) late charge for each month, or portion thereof, said amount remains unpaid.

4. *Credit Assessment* —

Customer authorizes and consents to AURA FIBER obtaining a credit report on Customer, and acknowledges that the acceptability to AURA FIBER of said credit report is a condition precedent to any of AURA FIBER's obligations arising under this Agreement.

5. *Term and Termination* —

(a) The Term of this Agreement shall commence on the day and year that services is made available to the Customer regardless of service utilization. Term of this Agreement (including any renewal Terms) shall automatically renew for additional periods of one (1) month unless either party gives written notice to the other party of their intention to terminate this Agreement at least sixty (30) days prior to the end of the then-current Term.

(b) AURA FIBER may terminate this Agreement and its obligation to provide Services pursuant hereto without notice to Customer upon: (i) Customer's failure to pay any amounts due and owing pursuant hereto within ten (10) days after the date of the invoice therefore; or (ii) AURA FIBER's determination that Customer has used the Services fraudulently, unlawfully or abusively, and has failed or refused to cease such fraudulent, unlawful or abusive use within two (2) days after AURA FIBER's sending of notice thereof to Customer, or at any time after such notice is given, if Customer recommences such fraudulent, unlawful or abusive uses; or (iii) Customer's breach of the terms and conditions hereof, and/or those set forth in AURA FIBER's Acceptable Use Policy ("AUP"), incorporated herein by this reference as if fully set forth herein (available at <https://AuraFiber.com/legal>) and failure or refusal to cure any breach of this Agreement and/or AUP (other than as set forth in subparagraph (b)(i) and (b)(ii)) within two (2) days after notice of such breach has been sent by AURA FIBER to Customer. Upon such termination, Customer acknowledges and understands that AURA FIBER shall remove and delete all of Customer's electronically stored data from AURA FIBER's facilities without further notice or any liability of any kind,

nature or description whatsoever to Customer, and Customer hereby expressly authorizes AURA FIBER to undertake such removal and deletion.

(c) In addition to the remedies described above, AURA FIBER may, in its sole and absolute discretion, elect to suspend or interrupt Services under this Agreement upon: (i) Customer's failure to pay any amounts due and owing hereunder within ten (10) days after the date of the invoice therefore; or (ii) AURA FIBER's determination that Customer has used the Services fraudulently, unlawfully or abusively. Upon its determination to suspend provision of Services hereunder, AURA FIBER shall notify Customer that the Services hereunder have been suspended and the reason therefore, but covenants and agrees not to remove any of Customer's electronically stored data from AURA FIBER's facilities unless and until this Agreement is cancelled. **Customer acknowledges and understands that its obligation to make payment hereunder for the Services is and shall not be abrogated, delayed, excused or otherwise relieved by a suspension of the Services provided by AURA FIBER or termination of the Agreement by AURA FIBER. Customer will pay an early termination fee equal to the greater of \$300 or the early termination fee specified on the INTERNET AGREEMENT should the term of service be terminated by the customer for any reason or AURA FIBER for policy violations prior to the end of the term.**

(d) The rights and remedies provided by this Agreement are given in addition to any other rights or remedies AURA FIBER may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by AURA FIBER shall not preclude or waive its right to use all other rights and remedies.

(e) AURA FIBER may discontinue service at any time without reason at its sole discretion. Any derogatory, inflammatory, or other type of posts on any public forum, social network, etc. that AURA FIBER believes will have a negative impact on the company or any of its affiliates will be grounds for immediate termination of service with no refund.

6. Indemnification —

Customer covenants and agrees to defend, indemnify and hold harmless AURA FIBER, its parents, affiliates and subsidiaries, and its and their respective officers, directors, shareholders, employees, contractors, agents and representatives, of, from and against any and all actions, causes of action, claims, costs, damages, expenses, interest, judgments, liabilities, penalties, and suits whatsoever (including, but not limited to, reasonable attorneys fees, court costs, expert witness fees and expenses of litigation) whatsoever imposed upon, incurred by or asserted against AURA FIBER and/or any of its parents, affiliates, subsidiaries, officers, directors, shareholders, employees, contractors, agents and representatives, which arise, directly or indirectly,

out of any use by Customer of the Services provided by AURA FIBER or from Customer's breach or violation of any of the terms and conditions hereof.

7. *Disclaimer of Warranties* —

Customer acknowledges, understands and agrees that AURA FIBER exercises no control whatsoever over the content, accuracy or quality of the data and information passing through its network or any products or services ordered by Customer via its network. The Services, and any information, products or services obtained by Customer through its use of the Services, are provided "AS-IS". **AURA FIBER makes no warranties or representations of any nature or description, either express or implied, with respect to the services to be provided hereunder including, without limitation, any warranties of non-infringement, quality, performance, merchantability or fitness for a particular purpose or use. This disclaimer of warranties constitutes an essential part of this agreement.**

8. *Limitation of Liability* —

(a) Under no circumstances and under no legal theory (tort, contract or otherwise) shall AURA FIBER be liable to Customer or any other person or party for damages of any kind or nature including, but not limited to, any direct, indirect, special, incidental, consequential or punitive damages of any character whatsoever, arising out of its provision of the Services hereunder, or its failure to provide the Services hereunder, including, but not limited to, damages for loss of goodwill, work stoppage, computer failure or malfunction, or losses of data or information due to delays, non-deliveries, misdeliveries or interruptions in service, regardless of the cause therefore.