



## END USER AGREEMENT – COMMERCIAL INTERNET

**Effective January 1, 2001**

**Rev. January 1, 2020**

This Agreement is between the Customer (referred to as "I" or "me" or "my") on the one hand and Shrewsbury Electric and Cable Operations (SELCO) (referred to as "you" or "your") on the other hand. This Agreement sets forth the terms and conditions under which you will provide me with, and I will use and subscribe to your Service. This Agreement includes the "SELCO - Internet Use Policy", and the "SELCO - Cable Modem Installation Agreement", which are incorporated herein by reference.

### 1. THE SERVICE

1.1 You will provide me with certain Customer Premises Equipment ("CPE") (which may include a cable modem, Optical Network Terminal ("ONT"), and optional wireless router) and access to the Internet (the "Service"), subject to this Agreement, from the date on which I accept this Agreement until either you or I terminate it as provided in Section 6.

1.2 You will make reasonable efforts to provide me with continuous, uninterrupted, expedient and error-free Service. Nonetheless, I understand that temporary interruptions of the Service may occur as normal events in the provision of the Service or when you perform routine maintenance to the Service, and that you may modify or discontinue the Service at any time without giving me notice. I understand that you have no control over the networks, facilities or services of third parties, and that delays and disruptions involving them are completely beyond your control.

1.3 I will only use the Service at or from the Service Address where the Internet service is installed. The Service Address is defined as the house, apartment unit, office, leased space, or building used, owned or occupied by the customer or business whose name appears on the billing account.

1.4 Internet service accessed by way of internal network, wiring, wireless fidelity (Wi-Fi), or other wired or wireless technology to a person, business, house, apartment unit, or location outside of the Service Address is strictly prohibited. Resale of any or all SELCO-provided Internet Service is strictly prohibited. These prohibitions include, but are not limited to, sharing of the Service between apartments or separate leased or rented space within a house or building and separate houses or buildings located on the same property with different occupants. This unauthorized use of Service is considered theft of Service and punishable in accordance with Federal Law.

### 2. PAYMENT

2.1 I will pay you the charges for the Service, including monthly rate (in advance where applicable), applicable installation charges, and fees as listed. I understand that the charges, taxes, fees, terms and conditions may be modified from time to time. Once I have been notified of such a change, my continued use of the Service constitutes my acceptance of such.

2.2 I will provide you with accurate, complete and current information on how to bill me including an updated credit card number and expiration date, if applicable.

2.3 If I pay you after the specified late payment date, you may charge me a monthly late charge. I understand that failure to make timely payment may result in disconnection of Service. I may also owe you for your expenses incurred to recover past due charges, including attorney's fees and other legal costs. I will notify you of any errors or will ask for any refunds due within six months of when the error occurred or refund accrued.

2.4 If you disconnect my Service as a result of failure to make timely payment, I may have to pay a reconnect fee, in addition to all past due charges, before you reconnect the Service.

2.5 I understand that I may incur charges, including taxes, for which I am solely responsible, from other Internet or on-line services, telecommunications service providers or providers of other goods and services that I may purchase or subscribe to.

2.6 I will pay you a monthly service fee for Internet service. Your failure to bill me on a monthly basis does not relieve me of my obligation to pay for services rendered. If I do not receive a monthly bill, I will immediately notify you and request that a bill be sent.

### 3. EQUIPMENT

3.1 The Service includes the use of CPE from you. Any fee pertaining to such CPE will be billed to me included in the charge for the Service. I shall use the CPE in a careful and proper manner and only for obtaining access to the Internet. I will not open any CPE, create a safety hazard, or modify the normal operation and use of the CPE.

3.2 The Service may also include the use of an *optional* wireless router ("Router") from you. A one-time installation charge for the Router will be billed to my account at the time of installation and an on-going monthly fee will be applied to my account. I will use the Router in a careful and proper manner and only for its intended purpose. I will not open the Router, create a safety hazard, or modify the normal operation and use of the Router.

3.3 I agree that if I default or breach this Agreement I may be charged up to \$250 each for any CPE, and any other sums I owe you which are not paid when due.

3.4 I will use the CPE solely at my current address and will not move it from the address of record without your prior written consent. If I ask that the CPE be relocated, a relocation fee may apply.

3.5 Within 7 days after termination of this Agreement, I will, at my own expense, deliver any CPE, to you at any place within the cable system you designate, in the same condition as when delivered to me, except for reasonable wear and tear from authorized use.

3.6 I will bear all risk of loss, damage (beyond normal wear and tear), theft or destruction to the CPE. You will provide any routine maintenance of the CPE not caused or contributed to by me. You may repair any damage to the CPE due in whole or in part to my acts or omissions in violation of this Agreement at my cost and expense at your then-standard rates for time and materials. In the event of such loss or damage (beyond normal wear and tear) to the CPE, I shall pay you \$250 per unit as liquidated damages, acknowledging that the precise amount of damages is difficult to estimate and that this amount is a reasonable forecast and not a penalty.

3.7 This Agreement does not give me any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator ("URL"), domain name, or CPE that I use with the Service.

### 4. USE AND PRIVACY

4.1 You may, as necessary, monitor my use of the Service and may disclose any information required to comply with any law, regulation or governmental order or to protect yourself or other Customers. You may refuse to post, or may remove any material or information that in your sole discretion is unacceptable, undesirable or in violation of this Agreement. You may suspend or terminate the Service to me, or suspend or terminate any user ID, electronic mail address, URL or domain name which I use in connection with the Service, if my use of the Service (a) violates any law, regulation or tariff, (b) is obscene, defamatory, deceptive or fraudulent, (c) is intended to threaten, harass or intimidate, (d) interferes with another Customer's use or enjoyment of the Service, (e) is in any way inconsistent with your Terms and Conditions of Use, (f) tends to damage your name or reputation, or (g) otherwise violates this Agreement. I hereby warrant that any material or content that I publish, transmit or distribute through the Service complies with the provisions of this Agreement.

4.2 I may not assign my Service account to anyone without your express written consent.

4.3 I will comply with the Terms and Conditions of Use of all end-user software license agreements

accompanying any software or plug-ins that you may distribute in connection with the Service.

4.4 I am at least 18 years old and have the ability to sign binding contracts. I am executing this Agreement on behalf of everyone who will use the Service through my computer or with my account or password and I am solely responsible for any resulting violation of this Agreement. I am solely responsible to ensure that they understand and will comply with this Agreement and all other SELCO Service Agreements required for use of this Service. I will not resell the Service or otherwise charge others to use it.

## 5. LIMITATION OF LIABILITY

5.1 Unless otherwise specifically provided in this agreement, neither you nor your affiliates, subcontractors, employees or agents will be liable to me or to any third party for any direct, indirect, incidental, special, punitive, consequential or other damages, losses, allegations, claims, suits or other proceedings, expenses, liabilities or costs (including legal fees), including loss of profits, earnings, business opportunities or data, inaccuracy of data, cost of procurement of substitute goods or services or personal injury (including death), resulting from, arising out of or in connection with, directly or indirectly, my use of the Service or my reliance on or any other use of the equipment or Service, including, without limitation, (a) a contention that the use of the equipment or Service by me or a third party infringes the copyright, trademark, patent, trade secret, confidentiality, privacy or other intellectual property or contractual right of any third party, (b) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission or any failure of performance of the equipment or Service, (c) the content or services available on the Internet or otherwise through the Service, including the accuracy, quality and confidentiality of information obtained through third parties through the Service, (d) the activities of other Internet users or cable or Service customers in accessing or monitoring my computer or my use of the Service, or (e) acts or occurrences beyond your reasonable control, including, without limitation, fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies, any law, order, regulation or requirement of any government or legal body or representative thereof, labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts, inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers. Your liability for damages in regards to extraordinary and unreasonable interruptions of Service, or for mistakes, omissions, delays, errors and defects in the Service, shall in no event exceed the pro rata charges to me for the period during which the Service was affected. This Section 5 applies to the acts, omissions, negligence and gross negligence of you and each of your respective affiliates, subcontractors, employees and agents, under any contract, tort or other legal theory.

5.2 My sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

5.3 The business will indemnify and hold you harmless from all claims, losses, expenses, suits, attorney's fees, costs, fees or liabilities for injuries to or death of any person or for damages to or loss of any property which may in any way arise out of or result from or in connection with my use of the Service and associated software or hardware (including CPE), particularly if such use (a) violates any law, regulation or tariff, (b) is defamatory, deceptive or fraudulent, (c) is intended to threaten, harass or intimidate, (d) interferes with another Customer's use or enjoyment of the Service, (e) is in any way inconsistent with your Terms and Conditions of Use, or (f) otherwise violates this Agreement.

5.4 YOU ARE PROVIDING ME WITH THE SERVICE AND CPE "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DESIGN, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE; CONDITION, QUALITY, CAPACITY WORKMANSHIP, COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT, PATENT INFRINGEMENT OR LATENT DEFECTS. YOU DO NOT WARRANT (A) UNINTERRUPTED USE OF THE SERVICE, SOFTWARE AND HARDWARE, (B) THAT ANY DATA OR ANY FILES THAT I SEND WILL BE TRANSMITTED IN UNCORRUPTED FORM OR IN A REASONABLE TIME, (C) THE RELIABILITY OR ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, OR (D) ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE. YOU DISCLAIM ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions and limitations may not apply to me.

## 6. TERMINATION

6.1 Either you or I may terminate this Agreement as a whole at any time by providing the other party with at least 24 hours written notice of such termination. If I terminate, I may be eligible for a prorated refund and I may be subject to a cancellation charge equal to the charge for the period in which Service is terminated. Upon termination, I will destroy any Software that you provided me under this Agreement. This Agreement should not be construed to limit your rights and remedies available at law or equity.

## 7. THE AGREEMENT

7.1 SELCO reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes on SELCO's website at SELCOBusiness.com, under "Policies," by email, or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit SELCO's website and review this Policy to ensure that their activities conform to the most recent version.

7.2 This Agreement shall be governed by and construed under the law of the Commonwealth of Massachusetts.

7.3 This Agreement constitutes our entire agreement regarding its subject matter and supersedes all prior written and oral agreements. Your failure to insist on strict enforcement or your course of conduct shall not be construed as a waiver of any provision.

7.4 If I have any questions regarding this Agreement or the Service, I can contact you at SELCO, 100 Maple Avenue, Shrewsbury, MA 01545, telephone 508-841-8500.