Fiber 2 Year Internet Agreement
Terms and Conditions

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Term Length - Two (2) years

Effective Date - Date this agreement is signed by the customer.

Communicating with UIA

Customer agrees to receive all communications about the Services and their account via email, including any confirmations, bills for Services and payment receipts. However, in the event that UIA determines that it is necessary to contact you by other means, you also agree that UIA may contact you regarding the Services through the contact information associated with your account, including by direct mail, email, telephone calls, and SMS/text messaging.

UIA Bandwidth

UIA is providing speeds of up to 8 Gbps over a fiber network based on a wired speed test. The speeds are limited to the current backhaul and certain equipment limitations. Full speeds may not be realized over a Wi-Fi connection. Other reasons may be your own computer or device limitations due to hardware or software. UIA is in no way responsible for LAN issues or configuration issues on Customers local network. UIA can test and verify the good working order of its network up to the customer LAN.

UIA Fiber Installation

Customer agrees to provide UIA with all necessary access to the premises at the address where they signed up for Services to be installed (referred to as “your residence” below) so that the equipment necessary for you to receive the Services may be installed and configured. You agree that UIA may install equipment on the exterior and interior of your residence (including affixing equipment to the outside of your residence) at any reasonable location. You also agree that UIA may use, and that you have the necessary permissions to approve UIA’s use of, existing facilities, including existing wiring in and around your residence, to complete the installation services.

UIA will install the ONT in the attached garage or structure that is nearest where the penetrates the garage or structure. UIA cannot guarantee power and you must have an outlet located within a reasonable distance from where the ONT is mounted. For any repairs you would be billed at $180 per hour upon your approval for the additional fees. There is a one (1) hour minimum charge.

If you rent or otherwise do not own your residence, you will be asked to complete the landlord or property owner construction agreement section. The landlords or property owner’s signature will be required before installation can be scheduled.

Acceptance of these Terms does not guarantee that UIA will install or provide any Services. We may need a separate agreement with you or your landlord in order to install the Services.

Existing Coax Cable

If there is existing coax cable blocking the conduit to your house, UIA may find it necessary to remove the existing and unused coax cable and insert UIA fiber into the conduit in order to install your UIA fiber circuit.

Construction Fees

You will not be charged construction fees, however UIA has the right to refuse installation and reject the order should the construction be deemed to not be reasonably possible due to unforeseen obstacles or construction challenges.

UIA Equipment

UIA will provide some equipment to you in connection with the Services. If you lose or damage this equipment after installation, UIA may charge you a fee for replacement equipment. Equipment fees are subject to change. You can find more information about equipment fees in the uia.net/equipmentfees

UIA owns all equipment provided by UIA Fiber in connection with the Services. From time to time, UIA may offer you equipment that you may purchase in connection with the Services under separate terms to be provided with such equipment.

You authorize UIA to install software upgrades on any equipment provided by UIA. You also agree not to use the UIA equipment for any purpose other than using the Services.

Using UIA Services

You agree not to misuse the Services, which includes using the Services for purposes that are illegal, are improper, infringe the rights of others, or adversely impact others' enjoyment of the Services. Examples of misuses and prohibited activities are set forth in Acceptable Use Policy http://uia.net/aup), which is incorporated into these Terms. You are responsible for all use and activity on the Services, whether such activity is undertaken by you or someone else, you are responsible for all devices and activity that are attached to the Services.

If you are using the Services in a residence or other location you do not own or control (such as a hospital, hotel, etc.), you may have agreements related to the Services with property owners, managers, or other third parties outside these Terms; UIA is not a party to such agreements and therefore is not responsible for nor bound by such agreements.

Resale and Redistribution

Services are intended for the personal use of you and other occupants and guests within your residence. You agree not to resell or repackage the Services or otherwise share or make them available to anyone outside of your residence. You agree that you will not run an open WiFi router or otherwise expose the Services that does not require authentication to anyone other than the occupants or your guests. If you wish to use the Services to provide Internet service to others outside of your residence, you must enter a separate agreement with UIA that specifically authorizes you to do so.

Security

UIA Fiber makes an effort to keep its network secure, but no network security is perfect. While UIA may provide technical assistance to you, you are responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that your data is not accessed by unauthorized third parties. UIA is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

You agree and are responsible for any viruses or misuse of your devices within the property. Should UIA detect misuse of the Acceptable Use Policy, http://uia.net/aup UIA may reduce or discontinue your bandwidth in order to protect the network and other users.

Billing and Payment

You agree to pay any and all applicable fees for the Services you purchase, whether ordered by you, someone authorized by you or someone with access to the Services pursuant to your UIA account.

UIA will send all bills and other required notices by email to the address associated with your account. You agree to pay recurring monthly service fees in advance of the billing cycle in which you will receive the Services. You authorize UIA to automatically collect payments of any and all fees associated with your use of the Services from your designated payment method. UIA will email a bill to the email address associated with your account. The bill will indicate the date the amount you owe will be collected via your designated payment method. If payment is not received due to insufficient funds or for any other reason, UIA may, consistent with applicable laws, assess late payment fees and/or suspend or terminate the Services if payment is more than thirty (30) days past due. You agree that UIA is not responsible for any third party charges you may incur in connection with your credit card or other payment method.

Auto Renewal - Month to Month

At the end of the term, the agreement will auto renew on a month to month basis at the second year pricing until the agreement is cancelled.

Downgrading Speeds

If the Customer downgrades their speeds, there will be a one-time fee of $300.00

Canceling Services; Termination

Any Services will be available until the end of the billing cycle in which the cancellation request is received; no pro-rated refunds will be paid for partial billing cycles.

If you change or cancel Services, you may be required to return some or all of the equipment. If you do not return this equipment, you may be required to pay a fee. Equipment replacement fees are subject to change. You can find more information about these fees in the uia.net/equipmentfees.

Early term cancellation will be 50% of the remainder of the contract if cancelled AFTER the first two (2) months and BEFORE the two (2) year term ends. This is to help recover the costs of our network based on your commitment.

UIA reserves the right to terminate some or all of the Services it provides to you at any time, in its sole discretion, for any reason, without notice.

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY UIA OR AN AGENT THEREOF, NEITHER UIA OR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES, INCLUDING ANY EQUIPMENT PROVIDED TO YOU BY UIA, ITS DISTRIBUTORS OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE EQUIPMENT OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF UIA, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, UIA, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

WHEN PERMITTED BY LAW, UIA FIBER, AND UIA FIBER'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

Copyright Issues

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices https://uia.net/dmca.

Commercial Use

This service is not intended for commercial use in any way. Please see the Acceptable Use Policy http://uia.net/aup.