

Equitable Internet Initiative Neighborhood Network Terms of Use

Current as of 7/11/2017

Conditions and Terms of Use for High-Speed Internet Service

The Goal of the Equitable Internet Initiative (EII) is to ensure that more Detroit residents have the ability to leverage digital technologies for social and economic development. It will increase Internet access; increase Internet adoption; and increase pathways for youth into the opportunities of Detroit's burgeoning Innovation District. EII has adopted this policy in the furtherance of that goal.

All EII participants and all others who use the service (the "resident", "user", "users", "you", or "your") must comply with this Policy. Your failure to comply with the terms outlined in this Policy may result in the suspension or cancellation of the Service Agreement. If you do not agree with the terms of this Policy, immediately stop the use of any and all EII services and notify your neighborhood Digital Steward or Community Coordinator so that they can close your account. Use of any EII services constitutes an agreement to abide by the Policy.

The resident agrees that:

- The Resident shall use the service for Internet access for computers located within the installed premise of service only. Wireless networks are allowed, but only if proper security of the network is maintained. Customer shall not lease or sublease to others through the use of the service or otherwise without the express consent of EII.
- The use of the service is at the Resident's sole risk. Neither EII nor any licensors, employees, or agents warrant that the service will be uninterrupted or error free; nor does EII, their agents, or employees make any warranty as to the results to be obtained from the use of the service. The service provided is on an "as is" basis without express or implied warranties of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. EII, its employees, affiliates, independent contractors, subcontractors, and assigns shall not be responsible for lost, stolen, or damaged equipment, without limitation. EII shall not be held liable for loss of any software, hardware, or data, in whatever form stored on any computer equipment onto which a wireless modem and associated equipment is installed. It is the resident's responsibility to back up any and all data and software prior to the installation of the wireless modem and associated equipment.
- EII shall not be liable to Resident for any damages arising from any event that is out of the control of EII. Neither shall EII be liable for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including but not limited to, lost profits, or for the loss of data or information of any kind, however caused and arising out of or in connection with the performance of EII or the provision of services or performance hereunder, whether based in contract, tort, or any other legal theory, and

whether or not EII has been made aware of the possibility of such damages. In no event shall liability exceed a refund of amounts actually paid by Resident for the then current month.

- The bandwidth provided by EII is a shared service. Any quoted bandwidth rating/transfer rate for High Speed Internet Service is a maximum rate and not guaranteed based upon the shared service. EII reserves the right to manage its Networks to provide for maximum efficiency. Due to the demands of the Internet, the limitations of other networks that comprise the Internet and Resident's equipment limitations, the maximum speeds may be available but only on a burst basis.
- The acceptable use policy is outlined at _____. All customers must read and agree to the terms set forth in the Acceptable Use Policy as well as this Policy.
- The Resident agreeing to these terms of use and the service agreement is 18 years of age or older.
- The Resident indemnifies and will hold harmless EII and its successors and assigns, from any and all copyright, trademark, patent, or any other legal liability arising out of the use of this service.
- Breach of this Agreement by the Resident may result in immediate termination of services in addition to liability for any and all damages, including attorney fees and costs.
- The Resident is solely responsible for limiting access to objectionable materials that may be on the Internet. EII takes no responsibility or liability for unauthorized viewing of said materials by minors or any other persons.
- This agreement is and shall be governed by and construed in accordance with the laws of the State of Michigan applicable to agreements made and performed in Michigan. Any cause of action of a Resident or its designated user with respect to the Service must be instituted within one year after the claim or cause of action has arisen or be barred.
- Any EII Service provided to a non-commercial entity is provided to the user for their private non-commercial use.