



Residential and Small Business Services Agreement

Customer (“Customer,” “you” or “your”) agrees to be bound by these Residential and Small Business Service Terms and Conditions (“Service Terms”) with respect to all residential and small business internet access services (“Services”) provided to you by PLPT TELECOM, its agents, employees, contractors, representatives, successors, assigns, parents, subsidiaries or affiliates (collectively, “PLPT TELECOM”).

1. Preface.

a. **Binding Agreement.** This is a binding and legally enforceable agreement, including the attached Quote, which is incorporated herein by this reference. By signing this agreement, activating and using the Services, or opening any equipment or device from PLPT TELECOM, Customer agrees to the matters set forth herein. Customer shall include the agents, servants, employees, immediate family members, visitors, and tenants of Customer.

b. **Use of Services – No Reselling.** Customer agrees that the Services will be used only for Customer’s personal, residential, or small business purpose unless otherwise specifically authorized by PLPT TELECOM in writing. Customers shall not resell or help anyone else to resell the Services.

c. **Changes to Agreement.** PLPT TELECOM reserves the right to change any term of this Agreement. If you disagree with changing these Service Terms, you may cancel this Agreement. However, continued use of the Services will constitute your agreement to any changes.

2. Billing.

a. **Payment of Charges.** Customer agrees to pay all charges associated with the Services every month. Should the Customer terminate the Services before the end of a given month, the Customer must still pay for the entire month. Your Services may be suspended by PLPT TELECOM for nonpayment of the monthly billing.

b. **Suspension.** If Services are suspended for nonpayment of Customer’s billing, then Customer shall pay the past due balance, plus late fees and a reconnection fee, in order to get Services restored.

c. **Disputes.** PLPT TELECOM invites you to contact them with any billing or Services dispute at (775) 574-2450, Monday – Friday, 8:00 a.m. – 4:00 p.m., holidays excluded.

d. **Purchased Devices.** PLPT TELECOM is not responsible for repairing or replacing any devices you purchase, through PLPT TELECOM, or any third party, to access the Services. Customer's remedy shall be with the manufacturer of the devices.

3. **Payment Terms.** Payments for Services may be made by credit card, check debit card, electronic funds transfer, or any other means acceptable to PLPT TELECOM. You are responsible for any fees incurred through the use of your payment method.

a. **Payment Authorization.** By signing this Agreement or accepting Services under this Agreement, you authorize PLPT TELECOM to charge your credit card, bank account, or debit card for the Services and equipment provided to you, including regular monthly Services charges. You agree to cooperate in all steps needed to set up your payments.

b. **Electronic Payments.** You agree that PLPT TELECOM can store your payment method for future use and will keep PLPT TELECOM informed of any change in your payment method. If your financial institution rejects payment, then PLPT TELECOM will keep trying to process the electronic payment for up to 30 days. The Customer's Services will be terminated at the end of 30 days without charge.

c. **Password Security.** Customer is encouraged to protect the confidentiality of the username and password information for its electronic payment method. PLPT TELECOM is not responsible for securing, protecting, or preserving the confidentiality of the Customer's usernames or passwords.

4. **Equipment.** PLPT TELECOM provides no express or implied warranties concerning the equipment or Services supplied by PLPT TELECOM or the Customer's equipment purchased or leased elsewhere. Any equipment provided by PLPT TELECOM remains the property of PLPT TELECOM unless you purchase the equipment. Customer agrees to pay for the loss or destruction of any PLPT TELECOM equipment. Cable wiring to the Customer's residence or business shall remain the property of PLPT TELECOM. Cable wiring within Customer's business or residence shall be the property of Customer or Customer's landlord. Equipment installed at the Customer's address shall not be removed from the Services address absent express written permission from PLPT TELECOM. Customers must return all PLPT TELECOM equipment at the termination of Services or pay PLPT TELECOM the replacement cost.

5. **Services Interruption.** PLPT TELECOM is not responsible for matters of Force Majeure, discussed below, which may cause interruption of Services and are beyond PLPT TELECOM's control, such as those caused by fire, flood, hail, wind, earthquake, war, terrorism, destruction, extended power disruption, electromagnetic pulse, or other natural or manmade disaster or emergency. Customer may contact PLPT TELECOM under Section 2c above to seek credit for interruption of Services, which are the sole fault of PLPT TELECOM, and PLPT TELECOM may or may not issue a credit at the sole discretion of PLPT TELECOM.

6. **Warranties and Damage Claims.** All equipment, wiring, and customer-purchased devices are provided AS IS WHERE IS without express or implied warranties of any kind. PLPT TELECOM is not responsible for any direct or indirect damages arising from or related in any way to the Services or equipment provided to Customer, including but not limited to lost revenues, profits, business disruption, personal injury, economic damage, emotional distress, punitive damages, property damage, or consequential damages. Customer's sole remedies, with respect to the Services, or any equipment purchased from PLPT TELECOM, shall be 1) refund of the previous month's Services billing, and/or 2) refund or replacement of any non-functioning equipment purchased from PLPT TELECOM, conditioned upon the return of such non-functioning equipment to PLPT TELECOM.

7. **Installation and Maintenance.** Customer authorizes PLPT TELECOM to enter the Customer's property for installation, inspection, maintenance, removal, and repair of the equipment and wiring necessary to provide the Services.

8. **Communications.** Customer shall provide PLPT TELECOM with a current email address and phone number for contact and notices concerning the Services and equipment. Customer's failure to provide PLPT TELECOM with current contact information shall warrant service termination.

9. **Services Security.** PLPT TELECOM desires to maintain the security, confidentiality, and privacy of the Services. PLPT TELECOM may terminate or suspend Customer's access to the Services and Customer's account should PLPT TELECOM determines that Customer's Services or equipment is being used as a proxy or conduit for hacking, theft, ransomware, or other illegal conduct involving the internet.

10. **Non-Assignment.** This Agreement, the Services, and PLPT TELECOM equipment used with the Services may not be assigned or conveyed - absent the express written permission of PLPT TELECOM.

11. **Renewal and Termination.**

a. **Autorenewal.** This Agreement shall automatically renew on a month-to-month basis unless terminated by Customer or PLPT TELECOM. Customer and PLPT TELECOM may agree to a longer term of Services on the Quote.

b. **Termination.** Customer shall have the right to cancel this Agreement at any time but shall remain responsible for paying the balance due for the entire month within which termination takes place and shall return the equipment provided to Customer by PLPT TELECOM unless Customer purchased the equipment. Should Customer file a bankruptcy petition, PLPT TELECOM may, subject to U.S. Bankruptcy laws, terminate the Agreement and Services. PLPT TELECOM may terminate the Agreement and Services, with or without cause, upon 30-day notice to Customer, and Customer shall, within those 30 days, return the equipment provided to Customer by PLPT TELECOM, unless Customer purchased the equipment. At the expiration of any term of Services

outlined in the Quote, the Agreement shall, unless terminated, automatically renew on a month-to-month basis.

12. **Dispute Resolution**. Disputes may occur, as between PLPT TELECOM and Customer, to enforce any or all of the terms of this Agreement, to declare any rights, duties, and/or obligations hereunder, or to seek damages or injunctive relief. CUSTOMER AND PLPT TELECOM AGREES TO MEDIATE AND ARBITRATE ANY DISPUTE BETWEEN THEM AND HEREBY WAIVE THE RIGHT TO A COURT COMPLAINT OR TRIAL. The parties agree that the filing of any demand for arbitration in connection with this Agreement shall be preceded by mandatory formal non-binding mediation of the dispute, using the alternative dispute resolution ("ADR") procedures and commercial rules of either JAMS or the American Arbitration Association ("AAA"). Each party shall pay 50% of all ADR fees, including the administrative fees and the fees charged by the mediator(s) and arbitrator(s). Provisional relief, such as writs of attachment, possession, or injunctive relief, may be granted by the arbitrator and enforced by the court if needed. The court may also be used to confirm and enter judgment on any arbitration award. Each party shall pay their own costs of suit, expenses, and attorney's fees incurred in connection with any legal dispute, including but not limited to the charges, expenses, and attorney's fees incurred through mediation, arbitration, enforcement of any judgment resulting from an arbitration award, and any appeals therefrom.

13. **Venue**. This Agreement shall be deemed executed in Minden, Nevada. The venue for any dispute resolution shall be Douglas County, Nevada, with all mediations and arbitrations to take place in Douglas County, Nevada. The Ninth Judicial District Court, Minden, Nevada, shall have jurisdiction to confirm any provisional or injunctive relief, to confirm any arbitration award, and to enforce any judgment arising from such recognition.

14. **Security Deposit**. Should PLPT TELECOM require a security deposit from the Customer for any equipment, the security deposit shall be refunded within 90 days of termination of the Agreement, subject to any offset for any damage to the equipment.

15. **Credit Inquiries**. PLPT TELECOM has the right to make credit inquiries and to obtain the Customer's credit report before providing the Services. The make periodic inquiries about whether or not the Customer is in default on their account.

16. **Indemnity**. Customer shall indemnify, defend and hold PLPT TELECOM harmless from and against any claims, costs, and attorney's fees arising from or relating in any way to this Agreement, the Services, and equipment provided by PLPT TELECOM.

17. **Confidentiality**. The Service Terms of this Agreement, and rates paid by Customer for the Services and related equipment, shall remain confidential. Disclosure of the Service Terms or rates to any third party (besides the agents, servants, employees, immediate family members, and tenants of Customer, and/or legal counsel and accountants for Customer) shall be deemed a material breach of this Agreement unless

such disclosure is made in connection with the filing of a lawsuit which arises out of the interpretation and/or enforcement of this Agreement, or pursuant to a mutual agreement or unless otherwise required by law, government agency or court order.

18. **Further Documents**. Customer agrees to execute such further documentation as may be reasonably required to give effect to this Agreement.

19. **Validity of Provisions**. If any provision(s) of this Agreement, as applied to any party or any circumstances, shall be judged by a court to be void and unenforceable, the same shall in no way affect any other provision(s) of this Agreement, the application of such other provision(s) in any other context or circumstances, or the validity or enforceability of this Agreement as a whole.

20. **Full Agreement**. This document is the entire, complete, sole, and only understanding and agreement between Customer and PLPT TELECOM concerning the Services and related equipment. Any other alleged agreements between the parties shall not be enforceable unless detailed herein.

21. **Regulatory Authority**. This Agreement shall be subject to modification for compliance with all governing laws, regulations, court rulings, or administrative orders, as amended. Applicable terms and conditions on file with regulatory authorities are incorporated herein by this reference.

22. **Force Majeure**. Force majeure shall include, but not be limited to, fire, hail, wind, acts of war, terrorism, destruction, extended power disruption, electromagnetic pulse, or other natural or manmade disaster or emergency, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, taking of property by condemnation or eminent domain, governmental action, failure of the internet, and any other cause beyond the reasonable control of PLPT TELECOM, which results in any failure or delay of performance by PLPT TELECOM under this Agreement. PLPT TELECOM shall not be responsible or liable to Customer for any damages resulting from force majeure.

The undersigned Customer acknowledges that the terms and conditions of this Agreement as set out above have been read and are understood.

Customer authorizes PLPT TELECOM to install equipment and provide services as requested and described in the Quote.



Quote

Rates and Terms for Equipment and Services

Customer Name: _____

Contact Person: _____

Customer Address:

Billing Address:
 (If different from above)

Phone Number: _____

Email Address: _____

Account #: _____

<u>Description of Equipment/Services/Term</u>	<u>Price Per Month/Year</u>	<u>Check Service</u>
250 MBPS up and down	\$55 / Month with 12 month contract and autopay	
1 GBPS up and down	\$110 / Month with 12 month contract and autopay	
Optics and Wireless Router	Free	
Installation inside the residence	Free	

