

# Rock Falls FiberNet Residential Terms of Service

## Welcome to Rock Falls FiberNet

Thanks for using Rock Falls FiberNet's products, equipment and services ("Services"). The Services are provided by Rock Falls FiberNet, a division of City of Rock Falls Utilities, located at 603 W. 10th Street, Rock Falls, Illinois 61071

By agreeing to the Terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself and others in your residence who may use the Services.

By signing up for, or using the Services, you agree to these Terms

## Eligibility for Rock Falls FiberNet Services

You may apply for Rock Falls FiberNet Services online at <https://rockfallsfiber.net>, by calling (815-622-1115) or visiting our Utility Office at 603 W. 10th Street, Rock Falls, Illinois. Although we hope to make Rock Falls FiberNet available to as many people as possible as quickly as we can, Rock Falls FiberNet reserves the right to determine whether any Services are made available to a particular address.

If Rock Falls FiberNet determines that the address at which you receive Services is not a residential address, Rock Falls FiberNet may require you to transition to another type of account to continue receiving Services. This transition may include an increase in any fee for the Services.

## Rock Falls FiberNet Installation

You agree to provide Rock Falls FiberNet with all necessary access to the premises at the address where you sign 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 Rock Falls FiberNet may install equipment on the exterior and interior of your residence (including but not limited to laying underground conduit and/or affixing equipment to the outside of your residence) at any reasonable location. You also agree that Rock Falls FiberNet may use, and that you have the necessary permissions to approve Rock Falls FiberNet's use of, existing facilities, including existing wiring in and around your residence, to complete the installation services.

If you rent or otherwise do not own your residence, you represent and warrant that you are authorized by the property owner to order Rock Falls FiberNet installation, and you acknowledge that you may be asked to provide written evidence that you have received all permissions necessary for Rock Falls FiberNet to perform installation services. If Rock Falls FiberNet incurs any costs or losses, including attorneys' fees, because you did not get the necessary authorization(s) for Rock Falls FiberNet to install the equipment required for the Services, you are responsible for reimbursing Rock Falls FiberNet for those costs or losses.

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

## Construction Fees

Sometimes we may need to charge a fee in connection with the construction or installation of your network connection ("construction fee" or "installation fee"). We will only charge you if we notify you of a construction or installation fee during the sign-up process.

## Rock Falls FiberNet Equipment

Rock Falls FiberNet owns all equipment provided in connection with our Services and will provide various pieces of equipment to you. If you lose or damage this equipment after installation, Rock Falls FiberNet may charge you a fee for replacement. Equipment fees are published on our website at <https://rockfallsfiber.net> and are subject to change.

You authorize Rock Falls FiberNet to install software upgrades on any equipment provided by Rock Falls FiberNet. You also agree not to use the Rock Falls FiberNet-owned equipment for any purpose other than using the Services.

## Using Rock Falls FiberNet 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 our Acceptable Use Policy for Residential Subscribers. You are responsible for all activity on the Services, whether such activity is undertaken by you or someone else.

## 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 make them available to anyone outside of your residence.

## Security

Rock Falls FiberNet makes an effort to keep its network secure, but no network security is perfect. While Rock Falls FiberNet 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. Rock Falls FiberNet is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

## Privacy

Rock Falls FiberNet takes your privacy seriously. You understand and agree that information provided to and collected by Rock Falls FiberNet in connection with the Services is subject to our Utilities Customer Privacy Policy.

## 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 Rock Falls FiberNet account.

## Changing and Canceling Services; Termination

You may change or cancel the Services at any time, but you may be required to pay for certain construction fees that may have been waived when you signed up for the Service. (As noted above, any construction fee would have been disclosed to you during sign-up.) You may also be required to return some, or all, of the equipment. If you do not return this equipment, you may be required to pay a replacement fee.

When you change your Service by upgrading or downgrading your package, the fees will be prorated based upon the date that your Service changes.

If you request cancellation of all your Services, your Services will be available until the cancellation date you select.

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

## Commitment to Online Safety

Rock Falls FiberNet is committed to online safety for minors, and Rock Falls FiberNet complies with all applicable laws related to protecting minors online. This includes reporting cases of child abuse or exploitation to the National Center for Missing and Exploited Children.

## 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 Rock Falls FiberNet or an agent thereof, neither Rock Falls FiberNet nor its suppliers or distributors make any specific promises about the services, including any equipment provided to you by Rock Falls FiberNet, 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 noninfringement. To the extent permitted by law, we exclude all warranties.

### Liability for our Services

To the extent permitted by law, the total liability of Rock Falls FiberNet, 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, Rock Falls FiberNet, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

When permitted by law, Rock Falls FiberNet, and Rock Falls FiberNet'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, please send a message to [abuse@rockfalls61071.com](mailto:abuse@rockfalls61071.com) or call our Utility Office at (815) 622-1115.

## Businesses

If you wish to subscribe to any Services on behalf of a business, please visit our website or Utility Office for more information. Additional terms of service apply to use of the Services by a business.

## Disputes

Disputes will be resolved in a manner consistent with all City of Rock Falls Utilities. Full details are available in our Municipal Code at the link below.

[https://library.municode.com/il/rock\\_falls/codes/code\\_of\\_ordinances?nodeId=MUNICIPAL\\_CODE\\_CH32UT\\_ARTIIB\\_I\\_S32-22BIGEDEPA](https://library.municode.com/il/rock_falls/codes/code_of_ordinances?nodeId=MUNICIPAL_CODE_CH32UT_ARTIIB_I_S32-22BIGEDEPA)

## Changes To These Terms

We may modify these Terms to, for example, reflect changes to the law or changes to our Services. You should look at the Terms regularly. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service, changes regarding the launch of a new Service, or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service and contact us to change or terminate your Services.

## Open Internet Disclosures

As required by the Federal Communications Commission ("FCC"), Rock Falls FiberNet is providing subscribers with information regarding network management practices, performance, and commercial terms of its broadband Internet access services.

## Network Management Practices

Rock Falls FiberNet network management practices are intended to protect network integrity and performance for all users. The network does not differentiate or prioritize traffic based upon application or origin within the Residential

**Class of Service.** During normal operation, Rock Falls FiberNet does not actively manage network congestion. Emergency situations may require corrective measures such as service curtailment or rate limiting uniformly applied for all traffic. The network is actively monitored for security risks and violations of the Acceptable Use Policy. A subscriber(s) access to the network may be blocked indefinitely without notice if Rock Falls FiberNet, in its sole discretion, detects or receives a report of any user behavior that violates the policy, creates a security risk, or impairs the operation or performance of the network.

## Performance Characteristics

The bandwidth you purchase is the MAXIMUM rate available to you and is considered “best effort” traffic. All services other than “Committed” or “Dedicated Internet Access” (DIA) are shared services used by many customers. Rock Falls FiberNet closely monitors network traffic and adjusts based on best-in-class engineering practices. However, maximum connection speeds are not always achieved and are not guaranteed. Under normal network conditions, actual speeds available to users range from 90% to 100% of the maximum associated with their service plan. Many factors affect the actual speeds realized by Subscribers. These factors include network conditions and traffic volume; nature of the web traffic being sent and/or received by the subscriber; characteristics of the traffic source and/or destination; number of users connecting to the Service simultaneously at a Subscriber’s premises; performance characteristics of the subscriber owned device(s) being used to access the Service.

As a new provider of Broadband Internet Services, Rock Falls FiberNet will deploy a speed test server for use by our customers. Our network is designed to deliver superior throughput and reliability with minimum latency. We will collect and publish performance statistics for viewing on our website at <https://rockfallsfiber.net>.

## Customer Assistance

Rock Falls FiberNet Subscribers should report network abuse by sending a message to [abuse@rockfalls61071.com](mailto:abuse@rockfalls61071.com) or calling our Utility Office at (815) 622-1115.

## Commercial Terms

Rock Falls FiberNet service options and pricing can be found on our website at <https://rockfallsfiber.net>

## Acceptable Use Policy - Residential

Use of Rock Falls FiberNet and related services (Services) is subject to the following Acceptable Use Policy (AUP). In addition to complying with our **Terms of Service**, you agree not to use or allow third parties to use the Services provided to you for any of the following purposes:

- To use any Rock Falls FiberNet equipment for anything other than its intended purpose.
- To violate or encourage the violation of the legal rights of others.
- For any unlawful, invasive, infringing, defamatory, or fraudulent purpose.
- To intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature.
- To operate servers for commercial purposes. However, personal, non-commercial use of servers that comply with this AUP is acceptable, including using virtual private networks (VPN) to access services in your home and using hardware or applications that include server capabilities for uses like multi-player gaming, video-conferencing, and home security.
- To generate or facilitate sending unsolicited bulk commercial email via the Services.
- To make the Services available to anyone outside the property to which the Services are delivered, to resell the Services directly or indirectly, except as explicitly approved by Rock Falls FiberNet in writing, or to create substitute or related services through the use of or access to the Services (for example, to provide Wi-Fi services to third parties outside of your residence).
- To interfere with the use of the Services or the equipment used to provide the Services by customers or other authorized users.
- To alter, disable, interfere with, or circumvent any aspect of the Services, including but not limited to security features of the Services.

Your failure to comply with the AUP may result in suspension and/or termination of the Services.

