

ArkLaFiber General Terms and Conditions

ArkLaFiber Terms of Service Agreement:

This Terms of Service Agreement (“Agreement”) is entered into by and between ArkLaFiber, and _____ (“Customer”).

Services provided by ArkLaFiber are governed by the “ArkLaFiber Terms of Service Agreement”. By signing and accepting this agreement, Customer acknowledges that Customer has read, understood and agreed to the conditions and terms therein.

Customer understand that violation of the “ArkLaFiber Terms of Service Agreement” may be grounds to terminate my/our connection and services.

Payment Terms of Service Agreement:

Customer authorize ArkLaFiber to debit my/our Credit Card or Bank Account during the billing period the 1st day of every month for Internet charges and any other agreed upon services. The amount is to be debited from a self-nominated Credit Card or Bank Account. In the event where ArkLaFiber is unable to debit the monthly fee from the Credit Card or Bank Account provided, an additional administrative cost of \$25.00 will be charged. If Customer fails to fulfill our obligations as defined in this contract, Customer agrees to pay ArkLaFiber the reasonable collection and legal fees on charges owing, without regard to further legal action taken by ArkLaFiber to recover other or related consequential damages suffered as a result of My/Our actions.

Billing/Collection

Our billing/collection policy is very user friendly and simple. From our website you can enter your banking or credit card information. You will be billed monthly and receive a bill via email. If you must have a paper bill, we can provide that for you for an additional fee of \$2.00 per month. Bills are due the 1st of each month. If your payment has not been cleared by the 10th of the month, your service will be slowed down. If payment has not been cleared by the 15th of the month, your service will be suspended. You can see the amount due on the 23rd of the previous month. If you prefer sending a check, please mail by the 25th of the previous month. You have total control over your account to catch up payment and service will be automatically restored within 24 hours.

Our billing is totally automated.

“Every New Customers”: Please go to <http://arklafiber.net> to the second page, top bar click on Account Setup
Step-2 fill in formation,
Step-3 email address,
Step-4 confirm email,
Step-5 ‘CreateYour Account’
Step-6 return to the login page,
Step-7 set-up Your Account (Banking Information)

Length of Terms and Service Agreement:

This Terms and Service Agreement is valid and in effect from the day of the signing of this agreement. This agreement will renew automatically thereafter on a monthly basis

Termination of Terms of Service Agreement:

Customer understands that Customer and ArkLaFiber reserves the right to terminate this Term of Service Agreement at any time. If Customer or ArkLaFiber chooses to terminate this agreement, Customer agrees to pay a fee of any outstanding balance and/or charges incurred. All terminations that are initiated during or before the fixed agreed upon 12-month term will result in payment of the full / remainder of the service (s) subscribed in the initial contract term.

General responsibility of Terms of Service:

Customer understands that Customer must abide by the follow responsibilities of service and approve to :

- Follow ArkLaFiber's reasonable directions about the use of our services.
- Use our services for lawful purposes and without causing annoyance to anyone.
- Make sure all information that is given to ArkLaFiber is correct and complete.
- Notify ArkLaFiber immediately of any change to address, email address, landline or mobile phone or any other relevant contact details.
- Use the ArkLaFiber service/services to gain unauthorized access to another customer(s) or third party(s) communication, network equipment, database(s), and profile(s).
- not use the services, or content or anything else provided by us or available on our websites, in any way that implies an endorsement, sponsorship or association by us with any product, service, person or entity.
- make sure anyone else who uses the ArkLaFiber service(s) provided to you, or does anything relating to them, also meets your responsibilities under this Agreement.
- Take steps to prevent unauthorized use of your services (for example, depending on the services, by using passwords, PIN numbers, toll barring options and/or other security measures to control who gains access to and uses your service). You will not be responsible and liable for any unauthorized use of the services.
- immediately report any misuse of the Services or disclosure of your account information to an unwanted party.

Security Liability Terms of Service:

ArkLaFiber is not responsible for what you or your employees or family may encounter/do on the internet. By signing this agreement, Customer does hereby release ArkLaFiber of all claims, liabilities, losses, and indirect damage and all subsequent use of all service or equipment proved by ArkLaFiber including damage to hardware, software, files or data loss.

Liability Release Term of Service:

Customer does hereby request that ArkLaFiber install and maintain any and all equipment required in order to receive services from ArkLaFiber. In allowing ArkLaFiber or its commissioned technicians / contractors to enter my/our premises, and by the signing of this form, Customer does hereby release ArkLaFiber of the following: Any claims, liabilities, losses and damages arising directly or indirectly after the completed installation activities of ArkLaFiber, and all subsequent use of any and all services or equipment provided by ArkLaFiber including damage of My/Our hardware, software files, or data.

Other Exclusions and inclusions to the Terms of Service:

This agreement is subject to the requested service being availability and based on a standard installation.

- Service availability is governed by external third parties (national network infrastructure, upstream provider...etc.), as such ArkLaFiber may not be able to provide the requested service as a standard installation.
- In the result of a non standard installation additional charges such as feasibility study, design build and implementation costs would incur on top of the agreed upon standard installation charges.
- ArkLaFiber responsibility to the signer of the contract will be to advise of any additional charges beyond the standard installation monthly ongoing service rental.
- Failing the acceptance/ willingness to pursue the agreed charge changes for the non-standard installation either party may terminate this agreement at any time during the initial setup period.
- If no additional charges are to be incurred, this agreement stands in entirety.
- It is not ArkLaFiber's responsibility to cancel any existing services with another provider that you have had services with. ArkLaFiber cannot / will not cancel any prior agreement you have / had with another provider for services. This remains the responsibility of the signee of the agreement to cancel any unwanted services with another provider.

Authorization and Acceptance of ArkLaFiber Terms of Service Agreement:

Customer acknowledges that Customer has read and understood all the conditions provisioned in the "ArkLaFiber Terms of Service Agreement". Customer warrant that all persons whose signatures are required to sign have signed this application.

The Term for this agreement is 12 Months: if the Customer remains active, the agreement will be extended Year after Year.

Please review and sign the ArkLaFiber Terms and Conditions below:

First Name: _____

Last Name: _____

Service address: _____ City: _____ State: _____

Signature: _____ Date: _____